

Documents from VSCO's DMCA Subpoena Request Court File

3. Attached to this Declaration and marked as **Exhibit "A."** is a document entitled "DECLARATION OF ANDREW M. LEVAD IN SUPPORT OF VISUAL SUPPLY COMPANY'S REQUEST TO THE CLERK FOR ISSUANCE OF SUBPOENAS PURSUANT TO SECTION 512(h) TO IDENTIFY ALLEGED INFRINGERS" that is filed as Docket #2-1 in Court File 3:24-mc-80159-SK.

Internet Protocol (IP) Address in the Files Provided by VSCO

4. In Mr. Adam Khimji's declaration filed for this motion, Exhibit D shows three email attachments. In the first attachment entitled "vSCO.club...", there is reference to an IP address at 184.147.76.101 within that document.

5. Attached to this Declaration and marked as **Exhibit "B."** is a printout of the geolocations for the 184.147.76.101 address, printed from <https://www.iplocation.net/ip-lookup>, and also the Google Map printouts showing the distances between Kingsville to Ottawa, Leamington to Ottawa, and Amherstburg to Ottawa.

6. According to Exhibit B, the 184.147.76.101 address is an IP address held by Bell Canada, an internet service provider based in the province of Quebec.

Canadian Trademarks Held by Visual Supply Company

7. In Mr. Adam Khimji's declaration filed for this motion, Exhibit B of his affidavit is a cease-and-desist letter where counsel for Visual Supply Company ("**VSCO**") cited the two Canadian trademarks listed below:

a. Attached to this Declaration and marked as **Exhibit "C."** is VSCO's Canadian Trademark TMA1001520.

b. Attached to this Declaration and marked as **Exhibit "D."** is VSCO's Canadian Trademark TMA861556.

The Canadian Trademark Laws – the *Trademarks Act*

8. Attached to this Declaration and marked as **Exhibit “E.”** is the Federal *Trademarks Act* for Canada.

9. Attached to this Declaration and marked as **Exhibit “F.”** is an article entitled “*Faster, cheaper trademark litigation*” published by Smart & Gibbar/Fetherstonhaugh, a leading Canadian IP firm.

VSCO Website Terms of Use

10. Attached to this Declaration and marked as **Exhibit “G.”** is VSCO’s Website Terms of Use effective March 2, 2025.

11. Attached to this Declaration and marked as **Exhibit “H.”** is VSCO’s Website Terms of Use effective July 10, 2024.

12. Attached to this Declaration and marked as **Exhibit “I.”** is VSCO’s Website Terms of Use effective September 30, 2023.

VSCO Website Home Page

13. Attached to this Declaration and marked as **Exhibit “J.”** is VSCO’s home page at <https://www.vSCO.co/> printed on March 29, 2025.

14. Attached to this Declaration and marked as **Exhibit “K.”** is VSCO’s home page at <https://www.vSCO.co/> that was saved by the Internet WayBack Machine (archive.org) on July 10, 2024.

15. Attached to this Declaration and marked as **Exhibit “L.”** is VSCO’s home page at <https://www.vSCO.co/> that was saved by the Internet WayBack Machine (archive.org) on September 30, 2023.

Creating a VSCO Account

16. Attached to this Declaration and marked as **Exhibit “M.”** is VSCO’s help page entitled “*How to create a VSCO account through the web*”.

17. Attached to this Declaration and marked as **Exhibit “N.”** is a screenshot of VSCO’s signup page at www.vSCO.ca/user/signup.

VSCO Account Plans

18. Attached to this Declaration and marked as **Exhibit “O.”** is VSCO’s list of plans including a “Free” plan that includes the ability to “[b]rowse and follow the community and VSCO Spaces.” Upon clicking the “Continue to VSCO” button below the free plan, the user is taken to the signup page in Exhibit N above.

Searching on VSCO

19. Attached to this Declaration and marked as **Exhibit “P.”** is VSCO’s help page entitled “*Searching on VSCO*” that includes the following FAQ:

Can anyone search on VSCO?

For the safety of our VSCO Community a VSCO account is required to use the search feature. If you do not already have an account and want to discover what the VSCO Community has to offer check out our article on how to create a VSCO account.

VSCO’s Presence

20. Attached to this Declaration and marked as **Exhibit “Q.”** is VSCO’s about page where there is reference to VSCO being a “global community.”

21. Attached to this Declaration and marked as **Exhibit “R.”** is a VSCO job posting for the position of Creator Experience Manager with a reference to VSCO being “a virtual first workplace with bi-annual company-wide travel events to connect and play.”

22. Attached to this Declaration and marked as **Exhibit “S.”** is VSCO’s LinkedIn page showing VSCO’s address at 548 Market St, Suite 92958, San Francisco, 94104-5401.

23. Attached to this Declaration and marked as **Exhibit “T.”** is a MapQuest printout showing that Earth Class Mail at the address 548 Market St, San Francisco, 94104.

24. Attached to this Declaration and marked as **Exhibit “U.”** is a news release describing Earth Class Mail as “a virtual mailbox solution for small businesses.”

The Federal Court of Canada

25. Attached to this Declaration and marked as **Exhibit “V.”** is a Government of Canada page entitled “*Settling intellectual property disputes in court*”.

26. Attached to this Declaration and marked as **Exhibit “W.”** is an article by Smart & Biggar entitled “*Federal Court of Canada launches specialized Intellectual Property Chambers pilot project*” dated March 20, 2023.

Hague Evidence Convention

27. Attached to this Declaration and marked as **Exhibit “X.”** is the status report for the Hague Evidence Convention.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 31, 2025 in the City of Coquitlam, Province of British Columbia, Canada.



Simon Lin

EXHIBIT A

LAW OFFICES
SIDEMAN & BANCROFT LLP
ONE EMBARCADERO CENTER, 22ND FLOOR
SAN FRANCISCO, CALIFORNIA 94111-3711

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ERICA BRAND PORTNOY (State Bar No. 244923)
E-Mail: *eportnoy@sideman.com*
ANDREW M. LEVAD (State Bar No. 313610)
E-Mail: *alevad@sideman.com*
SIDEMAN & BANCROFT LLP
One Embarcadero Center, Twenty-Second Floor
San Francisco, California 94111-3711
Telephone: (415) 392-1960
Facsimile: (415) 392-0827

Attorneys for
VISUAL SUPPLY COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: DMCA SECTION 512(h)
SUBPOENA TO (1) CLOUDFLARE,
INC.; (2) PATREON, INC.; and (3)
NAMESILO, L.L.C.

Case No. _____

**DECLARATION OF ANDREW M.
LEVAD IN SUPPORT OF VISUAL
SUPPLY COMPANY’S REQUEST TO
THE CLERK FOR ISSUANCE OF
SUBPOENAS PURSUANT TO SECTION
512(h) TO IDENTIFY ALLEGED
INFRINGEMENTS**

1 I, Andrew M. Levad, declare as follow:

2 1. I am over 18 years of age and make this declaration based upon personal
3 knowledge of facts set forth below except as to those matters stated on information and belief. As
4 to those matters, I am informed and believe them to be true. If called upon to testify, I could and
5 would testify under oath to the matters set forth herein.

6 2. I am an attorney licensed to practice law under the laws of the State of California
7 and am an associate with the law firm Sideman & Bancroft LLP, attorneys for Visual Supply
8 Company ("VSCO") in this matter. This declaration is filed in support of VSCO's Request To The
9 Clerk For Issuance Of Subpoenas Pursuant To Section 512(h) To Identify Alleged Infringers (the
10 "Request"), filed contemporaneously with this declaration.

11 3. Cloudflare, Inc. On July 13, 2023, Sideman & Bancroft LLP attorney Erica Brand
12 Portnoy utilized Cloudflare, Inc.'s ("Cloudflare") Reporting Abuse portal to submit six (6)
13 copyright infringement and DMCA violation abuse reports each to Cloudflare regarding infringing
14 webpages found on the websites located at <vsco.page> and <glizzy.cafe>. True and correct
15 copies of Cloudflare's confirmation emails for these abuse reports are attached hereto as Exhibit
16 A.

17 4. On January 3, 2024, Ms. Portnoy submitted an abuse report via email, and on
18 January 10, 2024, Ms. Portnoy utilized Cloudflare's Reporting Abuse portal to submit six (6)
19 copyright infringement and DMCA violation abuse reports to Cloudflare regarding <vsco.top>.
20 True and correct copies of Cloudflare's confirmation emails for these abuse reports are attached
21 hereto as Exhibit B.

22 5. On March 15 and 22, 2024, and on April 2 and 9, 2024, I utilized Cloudflare's
23 Reporting Abuse portal to submit five (5) copyright infringement and DMCA violation abuse
24 reports to Cloudflare regarding <downloader.se>. True and correct copies of Cloudflare's
25 confirmation emails for each of these abuse reports are attached hereto as Exhibit C.

26 6. In each of these abuse reports, I identified fifty (50) links to infringing content
27 featured on the website located at the domain <downloader.se> and corresponding links to the
28 copyrighted content featured on VSCO's website located at the domain <vsco.co>. To date, I have

1 reported two hundred fifty (250) links of infringing <downloader.se> webpages to Cloudflare. A
 2 true and correct copy of a chart that displays (1) the links to infringing <downloader.se>
 3 webpages, (2) links to the corresponding <vsco.co> webpages from which the infringing content
 4 was copied, and (3) the dates and Report ID numbers of the corresponding Cloudflare abuse
 5 reports in which I reported these infringements to Cloudflare is attached hereto as Exhibit D.

6 7. **Patreon, Inc.** On July 25, 2023, Ms. Portnoy utilized Patreon Inc.’s (“Patreon”)
 7 Reporting Abuse portal to submit a copyright infringement and DMCA violation abuse report to
 8 Patreon identifying infringing content posted at <https://www.patreon.com/vscoclub>. True and
 9 correct copies of Patreon’s confirmation email for this abuse report is attached hereto as Exhibit E.

10 8. **NameSilo, L.L.C.** On January 1, 2024, Ms. Portnoy utilized NameSilo, L.L.C.’s
 11 (“NameSilo”) Report Abuse portal to submit a copyright infringement and DMCA violation abuse
 12 report to NameSilo regarding infringing content on the website <vsco.top>. True and correct
 13 copies of NameSilo’s confirmation email and a screen-capture for the abuse report are attached
 14 hereto as Exhibit F.

15 9. The purpose for which the accompanying DMCA subpoenas are sought is to obtain
 16 the identity of an alleged copyright infringer (or infringers) who are the purported owners and/or
 17 operators of the content identified herein and in the Request and such information will only be
 18 used for the purpose of protecting VSCO’s rights under Title 17 U.S.C. §§ 100, *et seq.*

19
 20 I declare under penalty of perjury under the laws of the United States of America that the
 21 foregoing is true and correct, and was executed on June 26, 2024, at San Francisco, California.

22
 23 By: /s/ Andrew M. Levad
 24 Andrew M. Levad
 25
 26
 27
 28

EXHIBIT A

Levad, Andrew M.

From: Cloudflare <abuse@notify.cloudflare.com>
Sent: Thursday, July 13, 2023 3:20 PM
To: Portnoy, Erica Brand
Subject: [1e0368bdc9e71c74]: Cloudflare has responded to your DMCA copyright infringement complaint

Cloudflare received your DMCA copyright infringement complaint regarding: vsco.page

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare cannot remove material from the Internet that is hosted by others.

Accepted URL(s) on vsco.page:
<https://vsco.page/>

Hosting Provider:

Alexhost Srl

Abuse Contact:

noc@alexhost.com

We have notified our customer of your report.
We have forwarded your report on to the responsible hosting provider.

You may also direct your report to:

1. The provider where vsco.page is hosted (provided above); 2. The owner listed in the WHOIS record for vsco.page and/or; 3. The contact listed on the vsco.page site.

Note: A lookup of the IP for a Cloudflare customer website will show Cloudflare IPs because we are a pass-through network. The actual website is still hosted at the hosting provider indicated above. If the hosting provider has any questions, please have the hosting provider contact us directly regarding this site. Due to attempted abuse of our complaint reporting process, we will only provide the IP of vsco.page to the responsible hosting provider if they contact us directly at abusereply@cloudflare.com.

Regards,
Cloudflare Trust & Safety

Levad, Andrew M.

From: Cloudflare <abuse@notify.cloudflare.com>
Sent: Thursday, July 13, 2023 3:25 PM
To: Portnoy, Erica Brand
Subject: [6d5d302a176cfe91]: Cloudflare has responded to your DMCA copyright infringement complaint

Cloudflare received your DMCA copyright infringement complaint regarding: glizzy.cafe

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare cannot remove material from the Internet that is hosted by others.

Accepted URL(s) on glizzy.cafe:
<https://glizzy.cafe/>

Hosting Provider:

Hetzner Online GmbH

Abuse Contact:

abuse@hetzner.de

We have notified our customer of your report.
We have forwarded your report on to the responsible hosting provider.

You may also direct your report to:

1. The provider where glizzy.cafe is hosted (provided above); 2. The owner listed in the WHOIS record for glizzy.cafe and/or; 3. The contact listed on the glizzy.cafe site.

Note: A lookup of the IP for a Cloudflare customer website will show Cloudflare IPs because we are a pass-through network. The actual website is still hosted at the hosting provider indicated above. If the hosting provider has any questions, please have the hosting provider contact us directly regarding this site. Due to attempted abuse of our complaint reporting process, we will only provide the IP of glizzy.cafe to the responsible hosting provider if they contact us directly at abuserreply@cloudflare.com.

Regards,
Cloudflare Trust & Safety

EXHIBIT B

Portnoy, Erica Brand

From: Portnoy, Erica Brand
Sent: Wednesday, January 3, 2024 11:45 AM
To: 'abuse@cloudflare.com'
Subject: Report of Abuse on behalf of VSCO

To Cloudflare Abuse team:

We represent Visual Supply Company ("VSCO"). VSCO has invested substantial effort and resources to prevent misuse of its platform and to protect its user experience and valuable intellectual property.

It has recently come to our attention that an unknown individual or entity has created the website <https://vSCO.top> (the "Website") for which Cloudflare provides pass through service.

The Website displays copyright-protected photos (the "Protected Images") from my client's site without authorization. VSCO, nor its user community, have authorized the Website to post, publish, display, reproduce, use or distribute these images. These photos also appear to be of photographs of women, many of which appear to be minors.

The Protected Images are the intellectual property of individual VSCO creator/users. VSCO's Terms of Use authorizes VSCO to enforce its users' intellectual property rights with regard to their content. Thus, VSCO may submit DMCA notices of infringement to demand the VSCO users' copyrighted content be removed from infringing sites.

Moreover, according to our investigation, the Website is accessing my client's website (vSCO.co) without authorization and using technological measures to bypass certain protections my client has put in place to protect its user's content, namely user images.

The Website has violated my client's terms of service regarding this unauthorized access. And the Website has violated Cloudflare's terms of service, which prohibits content that "Contains, displays, distributes, or encourages the creation of child sexual abuse material, or otherwise exploits or promotes the exploitation of minors; [or] Infringes on intellectual property rights."

VSCO is extremely concerned that the Website is violating its users' rights and posting this content in an inappropriate manner.

This is official notification under Section 512(c) of the Digital Millennium Copyright Act ("DMCA"). **VSCO requests that you cease providing further services to the Website and notify the operator that the content is infringing and must be removed immediately.** VSCO expressly reserves all of its rights in this matter.

Examples of the original and infringing works are listed below.

Original works displayed at:

1. <https://vSCO.co> (Authorized Website)
2. <https://vSCO.co/livfranczyk/gallery>
3. <https://vSCO.co/sophiemahnke/gallery>
4. <https://vSCO.co/ceciliefinnedavidsen/gallery>
5. <https://vSCO.co/auroraadahl/gallery>
6. <https://vSCO.co/meliss-99/gallery>

Corresponding Infringing Works displayed at:

1. <https://vSCO.top> (Unauthorized Website)

2. <https://vSCO.top/profile/livfranczyk/posts/0/>
3. <https://vSCO.top/profile/sophiemahnke/posts/0/>
4. <https://vSCO.top/profile/ceciliefinnedavidsen/posts/0/>
5. <https://vSCO.top/profile/auroraadahl/posts/0/>
6. <https://vSCO.top/profile/meliss-99/posts/0/>

Please reach out if additional information can be provided.

I attest, under penalty of perjury, that I have a good faith belief that use of the material in this report is not authorized by the copyright owner, its agent, or the law; and I am authorized to act on behalf of the copyright owner; AND I understand, under 17 U.S.C. § 512(f), I may be liable for any damages, including costs and attorneys' fees, if I knowingly materially misrepresent reported material.

/s/ Erica Brand Portnoy

**SIDEMAN &
BANCROFT**

Erica Brand Portnoy | Partner

San Francisco, CA
Main: 415.392.1960
Direct: 415.733.3953
eportnoy@sideman.com
www.sideman.com

CONFIDENTIALITY

This e-mail may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply e-mail [or at (415) 392-1960] and delete all copies of this message. It is the recipient's responsibility to scan this e-mail and any attachments for viruses.

Portnoy, Erica Brand

From: Cloudflare <noreply@notify.cloudflare.com>
Sent: Wednesday, January 3, 2024 11:12 AM
To: Portnoy, Erica Brand
Subject: [b48744fcaa18e73d] Cloudflare: Abuse report confirmation

This email is to confirm that your abuse report to Cloudflare has been received and will be processed shortly.

This may be the only response you receive regarding your report. Due to the large volume of reports we receive, it is not possible for us to send a personal response to every report.

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and domain registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare is not generally a website hosting provider, and we cannot remove material from the Internet that is hosted by others.

Regards,
Cloudflare Trust & Safety

Portnoy, Erica Brand

From: Cloudflare <noreply@notify.cloudflare.com>
Sent: Wednesday, January 10, 2024 1:56 PM
To: Portnoy, Erica Brand
Subject: [21514b4b9b8a47af] Cloudflare: Abuse report confirmation

This email is to confirm that your abuse report to Cloudflare has been received and will be processed shortly.

This may be the only response you receive regarding your report. Due to the large volume of reports we receive, it is not possible for us to send a personal response to every report.

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and domain registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare is not generally a website hosting provider, and we cannot remove material from the Internet that is hosted by others.

Regards,
Cloudflare Trust & Safety

EXHIBIT C

Levad, Andrew M.

From: Cloudflare <noreply@notify.cloudflare.com>
Sent: Friday, March 15, 2024 2:57 PM
To: Levad, Andrew M.
Subject: [1d7371d1afa36b2c] Cloudflare: Abuse report confirmation

This email is to confirm that your abuse report to Cloudflare has been received and will be processed shortly.

This may be the only response you receive regarding your report. Due to the large volume of reports we receive, it is not possible for us to send a personal response to every report.

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and domain registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare is not generally a website hosting provider, and we cannot remove material from the Internet that is hosted by others.

Regards,
Cloudflare Trust & Safety

Levad, Andrew M.

From: Cloudflare <noreply@notify.cloudflare.com>
Sent: Friday, March 22, 2024 4:07 PM
To: Levad, Andrew M.
Subject: [8abc6357b43f72c7] Cloudflare: Abuse report confirmation

This email is to confirm that your abuse report to Cloudflare has been received and will be processed shortly.

This may be the only response you receive regarding your report. Due to the large volume of reports we receive, it is not possible for us to send a personal response to every report.

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and domain registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare is not generally a website hosting provider, and we cannot remove material from the Internet that is hosted by others.

Regards,
Cloudflare Trust & Safety

Levad, Andrew M.

From: Cloudflare <noreply@notify.cloudflare.com>
Sent: Friday, March 22, 2024 4:06 PM
To: Levad, Andrew M.
Subject: [e08abe3aa323c2f3] Cloudflare: Abuse report confirmation

This email is to confirm that your abuse report to Cloudflare has been received and will be processed shortly.

This may be the only response you receive regarding your report. Due to the large volume of reports we receive, it is not possible for us to send a personal response to every report.

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and domain registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare is not generally a website hosting provider, and we cannot remove material from the Internet that is hosted by others.

Regards,
Cloudflare Trust & Safety

Levad, Andrew M.

From: Cloudflare <noreply@notify.cloudflare.com>
Sent: Tuesday, April 2, 2024 1:18 PM
To: Levad, Andrew M.
Subject: [ef68ba7b18e65025] Cloudflare: Abuse report confirmation

This email is to confirm that your abuse report to Cloudflare has been received and will be processed shortly.

This may be the only response you receive regarding your report. Due to the large volume of reports we receive, it is not possible for us to send a personal response to every report.

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and domain registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare is not generally a website hosting provider, and we cannot remove material from the Internet that is hosted by others.

Regards,
Cloudflare Trust & Safety

Levad, Andrew M.

From: Cloudflare <noreply@notify.cloudflare.com>
Sent: Tuesday, April 9, 2024 12:23 PM
To: Levad, Andrew M.
Subject: [cf27ced816c88316] Cloudflare: Abuse report confirmation

This email is to confirm that your abuse report to Cloudflare has been received and will be processed shortly.

This may be the only response you receive regarding your report. Due to the large volume of reports we receive, it is not possible for us to send a personal response to every report.

Cloudflare offers network service solutions including pass-through security services, a content distribution network (CDN) and domain registrar services. Due to the pass-through nature of our services, our IP addresses appear in WHOIS and DNS records for websites using Cloudflare. Cloudflare is not generally a website hosting provider, and we cannot remove material from the Internet that is hosted by others.

Regards,
Cloudflare Trust & Safety

EXHIBIT D

03/15/2024 - Cloudflare Report ID 1d7371d1afa36b2c	
Downloader.se	VSCO.co
https://downloader.se/profile/minoriintokyo/posts/0	https://vSCO.co/minoriintokyo/gallery
https://downloader.se/profile/isamoralesssss/posts/0	https://vSCO.co/isamoralesssss/gallery
https://downloader.se/profile/bellaschiek/posts/0	https://vSCO.co/bellaschiek/gallery
https://downloader.se/profile/heatherxash/posts/0	https://vSCO.co/heatherxash/gallery
https://downloader.se/profile/beriluzunkavak/posts/0	https://vSCO.co/beriluzunkavak/gallery
https://downloader.se/profile/celinarongved/posts/0	https://vSCO.co/celinarongved/gallery
https://downloader.se/profile/nyruffin/posts/0	https://vSCO.co/nyruffin/gallery
https://downloader.se/profile/cambriaordean/posts/0	https://vSCO.co/cambriaordean/gallery
https://downloader.se/profile/bellasalerno/posts/0	https://vSCO.co/bellasalerno/gallery
https://downloader.se/profile/madzhope/posts/0	https://vSCO.co/madzhope/gallery
https://downloader.se/profile/katetaillon/posts/0	https://vSCO.co/katetaillon/gallery
https://downloader.se/profile/izzyrodop/posts/0	https://vSCO.co/izzyrodop/gallery
https://downloader.se/profile/lilyyyanaaa/posts/0	https://vSCO.co/lilyyyanaaa/gallery
https://downloader.se/profile/breesemaroc/posts/0	https://vSCO.co/breesemaroc/gallery
https://downloader.se/profile/sonjaehrhadt/posts/0	https://vSCO.co/sonjaehrhadt/gallery
https://downloader.se/profile/katianicole/posts/0	https://vSCO.co/katianicole/gallery
https://downloader.se/profile/briannacip/posts/0	https://vSCO.co/briannacip/gallery
https://downloader.se/profile/natalierosefortin44/posts/0	https://vSCO.co/natalierosefortin44/gallery
https://downloader.se/profile/allytunc/posts/0	https://vSCO.co/allytunc/gallery
https://downloader.se/profile/emmylallen/posts/0	https://vSCO.co/emmylallen/gallery
https://downloader.se/profile/chandlergreen/posts/0	https://vSCO.co/chandlergreen/gallery
https://downloader.se/profile/kelsassad/posts/0	https://vSCO.co/kelsassad/gallery
https://downloader.se/profile/emmafmeier/posts/0	https://vSCO.co/emmafmeier/gallery
https://downloader.se/profile/mayafarnos/posts/0	https://vSCO.co/mayafarnos/gallery
https://downloader.se/profile/maddie-adele/posts/0	https://vSCO.co/maddie-adele/gallery
https://downloader.se/profile/brynnemh/posts/0	https://vSCO.co/brynnemh/gallery
https://downloader.se/profile/semrazozic/posts/0	https://vSCO.co/semrazozic/gallery
https://downloader.se/profile/elleighgray/posts/0	https://vSCO.co/elleighgray/gallery
https://downloader.se/profile/caseymueller/posts/0	https://vSCO.co/caseymueller/gallery
https://downloader.se/profile/emmaleachh/posts/0	https://vSCO.co/emmaleachh/gallery
https://downloader.se/profile/rachelemiller/posts/0	https://vSCO.co/rachelemiller/gallery
https://downloader.se/profile/elliew0/posts/0	https://vSCO.co/elliew0/gallery
https://downloader.se/profile/micamarq/posts/0	https://vSCO.co/micamarq/gallery
https://downloader.se/profile/aliceruddle/posts/0	https://vSCO.co/aliceruddle/gallery
https://downloader.se/profile/karlamurphy/posts/0	https://vSCO.co/karlamurphy/gallery
https://downloader.se/profile/rileykarsen/posts/0	https://vSCO.co/rileykarsen/gallery
https://downloader.se/profile/rocioeespejo/posts/0	https://vSCO.co/rocioeespejo/gallery
https://downloader.se/profile/nadiasilvaf4/posts/0	https://vSCO.co/nadiasilvaf4/gallery

https://downloader.se/profile/inglisov/posts/0	https://vSCO.co/inglisov/gallery
https://downloader.se/profile/anamirkovic/posts/0	https://vSCO.co/anamirkovic/gallery
https://downloader.se/profile/sydneymeyerr/posts/0	https://vSCO.co/sydneymeyerr/gallery
https://downloader.se/profile/messitessi/posts/0	https://vSCO.co/messitessi/gallery
https://downloader.se/profile/tayloralexsis6/posts/0	https://vSCO.co/tayloralexsis6/gallery
https://downloader.se/profile/avagracejones/posts/0	https://vSCO.co/avagracejones/gallery
https://downloader.se/profile/beerbongsandtits/posts/0	https://vSCO.co/beerbongsandtits/gallery
https://downloader.se/profile/kiarxxi/posts/0	https://vSCO.co/kiarxxi/gallery
https://downloader.se/profile/caisacalin/posts/0	https://vSCO.co/caisacalin/gallery
https://downloader.se/profile/averybosse/posts/0	https://vSCO.co/averybosse/gallery
https://downloader.se/profile/sophrose422/posts/0	https://vSCO.co/sophrose422/gallery
https://downloader.se/profile/itsmemarilia/posts/0	https://vSCO.co/itsmemarilia/gallery
03/22/2024 - Cloudflare Report ID 8abc6357b43f72c7	
Downloader.se	VSCO.co
https://downloader.se/profile/emilys201/posts/0	https://vSCO.co/emilys201/gallery
https://downloader.se/profile/lexicincotta-/posts/0	https://vSCO.co/lexicincotta-/gallery
https://downloader.se/profile/sydneyvalentine/posts/0	https://vSCO.co/sydneyvalentine/gallery
https://downloader.se/profile/reillyshisler/posts/0	https://vSCO.co/reillyshisler/gallery
https://downloader.se/profile/katiescanlon/posts/0	https://vSCO.co/katiescanlon/gallery
https://downloader.se/profile/kaitlynnkremss/posts/0	https://vSCO.co/kaitlynnkremss/gallery
https://downloader.se/profile/loaganbrown/posts/0	https://vSCO.co/loaganbrown/gallery
https://downloader.se/profile/isabelbecker/posts/0	https://vSCO.co/isabelbecker/gallery
https://downloader.se/profile/laurenayls/posts/0	https://vSCO.co/laurenayls/gallery
https://downloader.se/profile/natashaaudet/posts/0	https://vSCO.co/natashaaudet/gallery
https://downloader.se/profile/perky-/posts/0	https://vSCO.co/perky-/gallery
https://downloader.se/profile/helenabetsak/posts/0	https://vSCO.co/helenabetsak/gallery
https://downloader.se/profile/jennaclair/posts/0	https://vSCO.co/jennaclair/gallery
https://downloader.se/profile/mayaholmedal/posts/0	https://vSCO.co/mayaholmedal/gallery
https://downloader.se/profile/faithkotur/posts/0	https://vSCO.co/faithkotur/gallery
https://downloader.se/profile/paytonpalcisko/posts/0	https://vSCO.co/paytonpalcisko/gallery
https://downloader.se/profile/caitlinhcook/posts/0	https://vSCO.co/caitlinhcook/gallery
https://downloader.se/profile/elinnilssonkarlin/posts/0	https://vSCO.co/elinnilssonkarlin/gallery
https://downloader.se/profile/ellagrace-51/posts/0	https://vSCO.co/ellagrace-51/gallery
https://downloader.se/profile/ciflynn/posts/0	https://vSCO.co/ciflynn/gallery
https://downloader.se/profile/emmastaas/posts/0	https://vSCO.co/emmastaas/gallery
https://downloader.se/profile/alexvulich/posts/0	https://vSCO.co/alexvulich/gallery
https://downloader.se/profile/samidicapite/posts/0	https://vSCO.co/samidicapite/gallery
https://downloader.se/profile/oliviaahansen/posts/0	https://vSCO.co/oliviaahansen/gallery
https://downloader.se/profile/skylarwood/posts/0	https://vSCO.co/skylarwood/gallery

https://downloader.se/profile/ju1iagarcia/posts/0	https://vSCO.co/ju1iagarcia/gallery
https://downloader.se/profile/emilyydreww/posts/0	https://vSCO.co/emilyydreww/gallery
https://downloader.se/profile/beachbumblaine/posts/0	https://vSCO.co/beachbumblaine/gallery
https://downloader.se/profile/jax-on444/posts/0	https://vSCO.co/jax-on444/gallery
https://downloader.se/profile/miiraandanicole/posts/0	https://vSCO.co/miiraandanicole/gallery
https://downloader.se/profile/marianaaa-almeida/posts/0	https://vSCO.co/marianaaa-almeida/gallery
https://downloader.se/profile/emxyer/posts/0	https://vSCO.co/emxyer/gallery
https://downloader.se/profile/aaallllyyy/posts/0	https://vSCO.co/aaallllyyy/gallery
https://downloader.se/profile/kennamalison/posts/0	https://vSCO.co/kennamalison/gallery
https://downloader.se/profile/lilydavies/posts/0	https://vSCO.co/lilydavies/gallery
https://downloader.se/profile/juliehare/posts/0	https://vSCO.co/juliehare/gallery
https://downloader.se/profile/niamhybb/posts/0	https://vSCO.co/niamhybb/gallery
https://downloader.se/profile/abigailll-sam/posts/0	https://vSCO.co/abigailll-sam/gallery
https://downloader.se/profile/taylorkuhner/posts/0	https://vSCO.co/taylorkuhner/gallery
https://downloader.se/profile/dede-jonesss2/posts/0	https://vSCO.co/dede-jonesss2/gallery
https://downloader.se/profile/quinnmcgill/posts/0	https://vSCO.co/quinnmcgill/gallery
https://downloader.se/profile/kaitlynburchi11/posts/0	https://vSCO.co/kaitlynburchi11/gallery
https://downloader.se/profile/shirabenmenahem/posts/0	https://vSCO.co/shirabenmenahem/gallery
https://downloader.se/profile/lilyslefttittie/posts/0	https://vSCO.co/lilyslefttittie/gallery
https://downloader.se/profile/tugceekk/posts/0	https://vSCO.co/tugceekk/gallery
https://downloader.se/profile/milanaa-g/posts/0	https://vSCO.co/milanaa-g/gallery
https://downloader.se/profile/sierracrompton/posts/0	https://vSCO.co/sierracrompton/gallery
https://downloader.se/profile/sarahguidroz/posts/0	https://vSCO.co/sarahguidroz/gallery
https://downloader.se/profile/valentunaa/posts/0	https://vSCO.co/valentunaa/gallery
https://downloader.se/profile/oliviacolangelo/posts/0	https://vSCO.co/oliviacolangelo/gallery
https://downloader.se/profile/lilycheee/posts/0	https://vSCO.co/lilycheee/gallery
03/22/2024 - Cloudflare Report ID e08abe3aa323c2f3	
Downloader.se	VSCO.co
https://downloader.se/profile/andreavalladares2/posts/0	https://vSCO.co/andreavalladares2/gallery
https://downloader.se/profile/tessrodd/posts/0	https://vSCO.co/tessrodd/gallery
https://downloader.se/profile/claire-kolesar/posts/0	https://vSCO.co/claire-kolesar/gallery
https://downloader.se/profile/sofigomezn/posts/0	https://vSCO.co/sofigomezn/gallery
https://downloader.se/profile/ellaariannaa/posts/0	https://vSCO.co/ellaariannaa/gallery
https://downloader.se/profile/brooklyn-moss/posts/0	https://vSCO.co/brooklyn-moss/gallery
https://downloader.se/profile/madisonvacon/posts/0	https://vSCO.co/madisonvacon/gallery
https://downloader.se/profile/kellcims/posts/0	https://vSCO.co/kellcims/gallery
https://downloader.se/profile/shelbylock/posts/0	https://vSCO.co/shelbylock/gallery
https://downloader.se/profile/saoirsemurphy0/posts/0	https://vSCO.co/saoirsemurphy0/gallery
https://downloader.se/profile/jairquintero000/posts/0	https://vSCO.co/jairquintero000/gallery

https://downloader.se/profile/kiera-baker/posts/0	https://vSCO.co/kiera-baker/gallery
https://downloader.se/profile/charliehawkins/posts/0	https://vSCO.co/charliehawkins/gallery
https://downloader.se/profile/goddessisela/posts/0	https://vSCO.co/goddessisela/gallery
https://downloader.se/profile/tealane3/posts/0	https://vSCO.co/tealane3/gallery
https://downloader.se/profile/seonaeb/posts/0	https://vSCO.co/seonaeb/gallery
https://downloader.se/profile/camrynchalmers/posts/0	https://vSCO.co/camrynchalmers/gallery
https://downloader.se/profile/morganesabbatini/posts/0	https://vSCO.co/morganesabbatini/gallery
https://downloader.se/profile/grracechen/posts/0	https://vSCO.co/grracechen/gallery
https://downloader.se/profile/paigeesellner/posts/0	https://vSCO.co/paigeesellner/gallery
https://downloader.se/profile/rubyturgeon/posts/0	https://vSCO.co/rubyturgeon/gallery
https://downloader.se/profile/kinsleekempp/posts/0	https://vSCO.co/kinsleekempp/gallery
https://downloader.se/profile/marleensc/posts/0	https://vSCO.co/marleensc/gallery
https://downloader.se/profile/bigelaine/posts/0	https://vSCO.co/bigelaine/gallery
https://downloader.se/profile/yana-koma/posts/0	https://vSCO.co/yana-koma/gallery
https://downloader.se/profile/nicole-connolly/posts/0	https://vSCO.co/nicole-connolly/gallery
https://downloader.se/profile/reeseopressnall/posts/0	https://vSCO.co/reeseopressnall/gallery
https://downloader.se/profile/britneyeckman/posts/0	https://vSCO.co/britneyeckman/gallery
https://downloader.se/profile/tessameurerr/posts/0	https://vSCO.co/tessameurerr/gallery
https://downloader.se/profile/lucymcdonough/posts/0	https://vSCO.co/lucymcdonough/gallery
https://downloader.se/profile/casey-pender/posts/0	https://vSCO.co/casey-pender/gallery
https://downloader.se/profile/bettinasolesbee/posts/0	https://vSCO.co/bettinasolesbee/gallery
https://downloader.se/profile/alisynehutton/posts/0	https://vSCO.co/alisynehutton/gallery
https://downloader.se/profile/emmaekristiansen/posts/0	https://vSCO.co/emmaekristiansen/gallery
https://downloader.se/profile/sophiaens/posts/0	https://vSCO.co/sophiaens/gallery
https://downloader.se/profile/ally-will/posts/0	https://vSCO.co/ally-will/gallery
https://downloader.se/profile/samtognetti/posts/0	https://vSCO.co/samtognetti/gallery
https://downloader.se/profile/raleighdolly/posts/0	https://vSCO.co/raleighdolly/gallery
https://downloader.se/profile/meeegggaannn/posts/0	https://vSCO.co/meeegggaannn/gallery
https://downloader.se/profile/jadee6533/posts/0	https://vSCO.co/jadee6533/gallery
https://downloader.se/profile/camibeaty/posts/0	https://vSCO.co/camibeaty/gallery
https://downloader.se/profile/maria20000m/posts/0	https://vSCO.co/maria20000m/gallery
https://downloader.se/profile/emmykymmer/posts/0	https://vSCO.co/emmykymmer/gallery
https://downloader.se/profile/liaathanasoulakis/posts/0	https://vSCO.co/liaathanasoulakis/gallery
https://downloader.se/profile/sophiknight/posts/0	https://vSCO.co/sophiknight/gallery
https://downloader.se/profile/laynieallison/posts/0	https://vSCO.co/laynieallison/gallery
https://downloader.se/profile/maiyagerry/posts/0	https://vSCO.co/maiyagerry/gallery
https://downloader.se/profile/maddiesophia1/posts/0	https://vSCO.co/maddiesophia1/gallery
https://downloader.se/profile/madelinewk/posts/0	https://vSCO.co/madelinewk/gallery
https://downloader.se/profile/lilyanahough-/posts/0	https://vSCO.co/lilyanahough-/gallery
https://downloader.se/profile/edengibbs/posts/0	https://vSCO.co/edengibbs/gallery

04/02/2024 - Cloudflare Report ID ef68ba7b18e65025

Downloader.se	VSCO.co
https://downloader.se/profile/ashekian/posts/0	https://vSCO.co/ashekian/gallery
https://downloader.se/profile/celealoe/posts/0	https://vSCO.co/celealoe/gallery
https://downloader.se/profile/larissahedderick/posts/0	https://vSCO.co/larissahedderick/gallery
https://downloader.se/profile/tierramaclean/posts/0	https://vSCO.co/tierramaclean/gallery
https://downloader.se/profile/teaganshap/posts/0	https://vSCO.co/teaganshap/gallery
https://downloader.se/profile/christinapelosi/posts/0	https://vSCO.co/christinapelosi/gallery
https://downloader.se/profile/remioliviaaa/posts/0	https://vSCO.co/remioliviaaa/gallery
https://downloader.se/profile/marleeloudermilk/posts/0	https://vSCO.co/marleeloudermilk/gallery
https://downloader.se/profile/ryrenee/posts/0	https://vSCO.co/ryrenee/gallery
https://downloader.se/profile/6kellyj9/posts/0	https://vSCO.co/6kellyj9/gallery
https://downloader.se/profile/laurensliwinski/posts/0	https://vSCO.co/laurensliwinski/gallery
https://downloader.se/profile/nastik0806/posts/0	https://vSCO.co/nastik0806/gallery
https://downloader.se/profile/kaydeclampitt/posts/0	https://vSCO.co/kaydeclampitt/gallery
https://downloader.se/profile/gracepartinn/posts/0	https://vSCO.co/gracepartinn/gallery
https://downloader.se/profile/rachelxquirkex/posts/0	https://vSCO.co/rachelxquirkex/gallery
https://downloader.se/profile/rsherratt6/posts/0	https://vSCO.co/rsherratt6/gallery
https://downloader.se/profile/alyssaraelyn13/posts/0	https://vSCO.co/alyssaraelyn13/gallery
https://downloader.se/profile/rafitxxxxaa/posts/0	https://vSCO.co/rafitxxxxaa/gallery
https://downloader.se/profile/julialeblancc/posts/0	https://vSCO.co/julialeblancc/gallery
https://downloader.se/profile/syl-marie/posts/0	https://vSCO.co/syl-marie/gallery
https://downloader.se/profile/mccall-mitchell/posts/0	https://vSCO.co/mccall-mitchell/gallery
https://downloader.se/profile/applestm/posts/0	https://vSCO.co/applestm/gallery
https://downloader.se/profile/maddydodd/posts/0	https://vSCO.co/maddydodd/gallery
https://downloader.se/profile/morganaustinn/posts/0	https://vSCO.co/morganaustinn/gallery
https://downloader.se/profile/makennaschooler/posts/0	https://vSCO.co/makennaschooler/gallery
https://downloader.se/profile/averythielman/posts/0	https://vSCO.co/averythielman/gallery
https://downloader.se/profile/julinatillmar/posts/0	https://vSCO.co/julinatillmar/gallery
https://downloader.se/profile/cjricci/posts/0	https://vSCO.co/cjricci/gallery
https://downloader.se/profile/maikennnn/posts/0	https://vSCO.co/maikennnn/gallery
https://downloader.se/profile/kennakrul/posts/0	https://vSCO.co/kennakrul/gallery
https://downloader.se/profile/morgannash3/posts/0	https://vSCO.co/morgannash3/gallery
https://downloader.se/profile/emnug/posts/0	https://vSCO.co/emnug/gallery
https://downloader.se/profile/alique/posts/0	https://vSCO.co/alique/gallery
https://downloader.se/profile/bozanaperkovic/posts/0	https://vSCO.co/bozanaperkovic/gallery
https://downloader.se/profile/karennliao/posts/0	https://vSCO.co/karennliao/gallery
https://downloader.se/profile/isabelgardner/posts/0	https://vSCO.co/isabelgardner/gallery
https://downloader.se/profile/abbigailhazel/posts/0	https://vSCO.co/abbigailhazel/gallery

https://downloader.se/profile/emmy-kemats/posts/0	https://vSCO.co/emmy-kemats/gallery
https://downloader.se/profile/paigekrawczel/posts/0	https://vSCO.co/paigekrawczel/gallery
https://downloader.se/profile/lexiiashnton/posts/0	https://vSCO.co/lexiiashnton/gallery
https://downloader.se/profile/asdisevaomars/posts/0	https://vSCO.co/asdisevaomars/gallery
https://downloader.se/profile/alexiatsiolas/posts/0	https://vSCO.co/alexiatsiolas/gallery
https://downloader.se/profile/verenastoerchle/posts/0	https://vSCO.co/verenastoerchle/gallery
https://downloader.se/profile/hayleehartlin/posts/0	https://vSCO.co/hayleehartlin/gallery
https://downloader.se/profile/wacoll/posts/0	https://vSCO.co/wacoll/gallery
https://downloader.se/profile/madisonwestren/posts/0	https://vSCO.co/madisonwestren/gallery
https://downloader.se/profile/tulacox/posts/0	https://vSCO.co/tulacox/gallery
https://downloader.se/profile/mollyqualterx/posts/0	https://vSCO.co/mollyqualterx/gallery
https://downloader.se/profile/sophiavalinotti/posts/0	https://vSCO.co/sophiavalinotti/gallery
https://downloader.se/profile/theabjoerseth/posts/0	https://vSCO.co/theabjoerseth/gallery
https://downloader.se/profile/xlaurnicole/posts/0	https://vSCO.co/xlaurnicole/gallery
04/09/2024 - Cloudflare Report ID cf27ced816c88316	
Downloader.se	VSCO.co
https://downloader.se/profile/lizcampilia/posts/0	https://vSCO.co/lizcampilia/gallery
https://downloader.se/profile/valeriacimmarotta/posts/0	https://vSCO.co/valeriacimmarotta/gallery
https://downloader.se/profile/cerasmith1/posts/0	https://vSCO.co/cerasmith1/gallery
https://downloader.se/profile/pmnpr/posts/0	https://vSCO.co/pmnpr/gallery
https://downloader.se/profile/nikkoleber/posts/0	https://vSCO.co/nikkoleber/gallery
https://downloader.se/profile/rikkic/posts/0	https://vSCO.co/rikkic/gallery
https://downloader.se/profile/hailey-ramalhinho/posts/0	https://vSCO.co/hailey-ramalhinho/gallery
https://downloader.se/profile/brookeliber/posts/0	https://vSCO.co/brookeliber/gallery
https://downloader.se/profile/katieroose/posts/0	https://vSCO.co/katieroose/gallery
https://downloader.se/profile/friedagonzalez/posts/0	https://vSCO.co/friedagonzalez/gallery
https://downloader.se/profile/bekahhpowers/posts/0	https://vSCO.co/bekahhpowers/gallery
https://downloader.se/profile/briafiebiger/posts/0	https://vSCO.co/briafiebiger/gallery
https://downloader.se/profile/emdans/posts/0	https://vSCO.co/emdans/gallery
https://downloader.se/profile/maggie-rodgers/posts/0	https://vSCO.co/maggie-rodgers/gallery
https://downloader.se/profile/megan-olivia/posts/0	https://vSCO.co/megan-olivia/gallery
https://downloader.se/profile/kacimorgannn/posts/0	https://vSCO.co/kacimorgannn/gallery
https://downloader.se/profile/ceconomus/posts/0	https://vSCO.co/ceconomus/gallery
https://downloader.se/profile/meg-gallagher7/posts/0	https://vSCO.co/meg-gallagher7/gallery
https://downloader.se/profile/dyldimond/posts/0	https://vSCO.co/dyldimond/gallery
https://downloader.se/profile/harmanjottt/posts/0	https://vSCO.co/harmanjottt/gallery
https://downloader.se/profile/xalvarezcata/posts/0	https://vSCO.co/xalvarezcata/gallery
https://downloader.se/profile/abi-parratto/posts/0	https://vSCO.co/abi-parratto/gallery
https://downloader.se/profile/cararazavi/posts/0	https://vSCO.co/cararazavi/gallery
https://downloader.se/profile/hadclarkk/posts/0	https://vSCO.co/hadclarkk/gallery

https://downloader.se/profile/livprevost/posts/0	https://vSCO.co/livprevost/gallery
https://downloader.se/profile/alexgtaylor/posts/0	https://vSCO.co/alexgtaylor/gallery
https://downloader.se/profile/katieaseno/posts/0	https://vSCO.co/katieaseno/gallery
https://downloader.se/profile/rachelbrockmann/posts/0	https://vSCO.co/rachelbrockmann/gallery
https://downloader.se/profile/veroniikka/posts/0	https://vSCO.co/veroniikka/gallery
https://downloader.se/profile/miaquinn03/posts/0	https://vSCO.co/miaquinn03/gallery
https://downloader.se/profile/kendallmirrione/posts/0	https://vSCO.co/kendallmirrione/gallery
https://downloader.se/profile/saralynnbrooks/posts/0	https://vSCO.co/saralynnbrooks/gallery
https://downloader.se/profile/aarushic/posts/0	https://vSCO.co/aarushic/gallery
https://downloader.se/profile/connerrittenhouse/posts/0	https://vSCO.co/connerrittenhouse/gallery
https://downloader.se/profile/wyshjewell/posts/0	https://vSCO.co/wyshjewell/gallery
https://downloader.se/profile/emiligakovic/posts/0	https://vSCO.co/emiligakovic/gallery
https://downloader.se/profile/defnematur/posts/0	https://vSCO.co/defnematur/gallery
https://downloader.se/profile/avalunden/posts/0	https://vSCO.co/avalunden/gallery
https://downloader.se/profile/brookehtierney/posts/0	https://vSCO.co/brookehtierney/gallery
https://downloader.se/profile/aimeeeryu/posts/0	https://vSCO.co/aimeeeryu/gallery
https://downloader.se/profile/adrielynne/posts/0	https://vSCO.co/adrielynne/gallery
https://downloader.se/profile/samanthaxaguiar/posts/0	https://vSCO.co/samanthaxaguiar/gallery
https://downloader.se/profile/hannah-safia/posts/0	https://vSCO.co/hannah-safia/gallery
https://downloader.se/profile/ellasmitch/posts/0	https://vSCO.co/ellasmitch/gallery
https://downloader.se/profile/kaylanewma/posts/0	https://vSCO.co/kaylanewma/gallery
https://downloader.se/profile/hannah4024/posts/0	https://vSCO.co/hannah4024/gallery
https://downloader.se/profile/stephpapi/posts/0	https://vSCO.co/stephpapi/gallery
https://downloader.se/profile/kendallkamm/posts/0	https://vSCO.co/kendallkamm/gallery
https://downloader.se/profile/lisakrse/posts/0	https://vSCO.co/lisakrse/gallery
https://downloader.se/profile/verinab33/posts/0	https://vSCO.co/verinab33/gallery
https://downloader.se/profile/theresaesser/posts/0	https://vSCO.co/theresaesser/gallery

EXHIBIT E

Portnoy, Erica Brand

From: Bellamy (Support) <platform-support@patreon.zendesk.com>
Sent: Friday, July 28, 2023 9:39 AM
To: Portnoy, Erica Brand
Subject: [Patreon] Re: Notice of Infringement re patreon.com/vscoclub on behalf of VSCO

- Please type your reply above this line -

PATREON |



Your request (2185332) has been updated. To add additional comments, reply to this email.



Bellamy (Patreon)

Jul 28, 2023, 9:39 AM PDT

Hello there Erica,

I'm Bellamy here at Patreon, thank you for your patience.

The material you identified in your notification of claimed copyright infringement is no longer live on Patreon.

Please don't hesitate to reach out to us in the future if you need further assistance.

Thanks again for helping us keep Patreon a safe and respectful place for creators.

Warm regards,
Bellamy

Patreon Trust and Safety
Monday - Friday



Portnoy, Erica Brand

Jul 25, 2023, 11:41 AM PDT

Dear Patreon,

We represent Visual Supply Company ("VSCO"). VSCO has invested substantial effort and resources to prevent misuse of its platform and to protect its user experience and valuable intellectual property.

It has recently come to our attention that an unknown individual or entity has created the creator account and website <https://www.patreon.com/vscoclub> (the "Infringing Website") using the Patreon platform. The Infringing Website unlawfully infringes VSCO's trademarks, as detailed below.

VSCO owns numerous United States trademark registrations for the VSCO mark, including, but not limited to U.S. Trademark Reg. Nos. 4,672,062; 4,273,434 and 4,716,756 (the "VSCO Marks"). These federal registrations are valid and registered on the Principal Register of the United States Patent and Trademark Office. VSCO also owns and operates a website at www.vSCO.CO.

The Infringing Website is using the VSCO Marks in the url (<https://www.patreon.com/vscoclub>), on the account name "VSCO.CLUB" AND "VSCOCLUB," and within the content of site, without VSCO's authorization.

In fact, the Infringing Website is also using the VSCO Marks in connection with the unlawful distribution of the intellectual property (Protected Images) of individual VSCO creator/users. The Infringing Website is accessing my client's website (vSCO.CO) without authorization and using technological measures to bypass certain protections my client has put in place to protect its user's content, and then displaying the Protected Images and facilitating the download of such images in violation of the DMCA's anti-circumvention measures. VSCO, nor its user community, have authorized the Infringing Website to post these images.

Such unauthorized use of the VSCO Marks constitutes trademark infringement under U.S. Federal Law, including Sections 43(a) and (c) of the Lanham Act.

The Infringing Website has violated my client's terms of service and the Infringing Website has also violated Patreon's terms of service, which prohibits a Creator from making available creations or otherwise make posts on Patreon that infringe others' intellectual property or proprietary rights.

VSCO requests that you cease providing further services to the Infringing Website and notify the Infringing Website that the use of the VSCO Marks is infringing.

Best regards,
Erica Brand Portnoy

**SIDEMAN &
BANCROFT**

Erica Brand Portnoy | Partner
San Francisco, CA
Main: 415.392.1960
Direct: 415.733.3953
eportnoy@sideman.com
www.sideman.com

CONFIDENTIALITY

This e-mail may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply e-mail [or at (415) 392-1960] and delete all copies of this message. It is the recipient's responsibility to scan this e-mail and any attachments for viruses.

--

To unsubscribe from this group and stop receiving emails from it, send an email to copyright+unsubscribe@patreon.com.

Be a part of the Community: [Blog](#) | [FAQ](#)

You have been sent this message because you recently opened a help request with the Patreon Community Happiness Team.

EXHIBIT F

Levad, Andrew M.

From: NameSilo Abuse Team <abuse@namesiloabuse.freshdesk.com>
Sent: Wednesday, January 3, 2024 9:05 PM
To: Portnoy, Erica Brand
Cc: abuse@namesilo.com
Subject: Re: # 31959757 NameSilo Abuse Form

Hi,

Thank you for reporting this issue.

Please note we are only the domain name registrar and cannot validate or control the content posted on the site.

If you or your client are the holder of a trademark that you feel is being infringed upon via a domain name registered with us, you are advised to consider a UDRP dispute.

We will comply as required by ICANN rules upon the commencement of a UDRP dispute.

Main UDRP Bodies:

- *National Arbitration Forum - adrforum.com.
- *World Intellectual Property Organization (WIPO) - wipo.int
- *Asian Domain Dispute Resolution Centre (ADR) - adndrc.org

Czech Arbitration Court (CAC) - adr.eu

Resolution Canada - resolutioncanada.ca

If you are a copyright holder and believe your rights are being infringed, we recommend you file a DMCA complaint with the hosting provider of the associated web site. <https://www.whoishostingthis.com/resources/dmca/>

If you want to report a phishing case, please follow these steps:

To create a case:

- 1) Visit new(.)namesilo(.)com/phishing_report(.)php
- 2) Fill in a the domain URL
- 3) Complete required information and click Continue.

To report SPAM/SCAM please contact the hosting provider:

This can be done by the hosting company of the website, which you can look up on this website:

<https://www.whoishostingthis.com/>

Once you know the hosting provider, please look up their company information and contact them with the case.

To report SPAM/SCAM please contact the hosting provider:

This can be done by the hosting company of the website, which you can look up on this website:

<https://www.whoishostingthis.com/>

Once you know the hosting provider, please look up their company information and contact them with the case.

You can also use the following pages to report the website:

Malware: https://safebrowsing.google.com/safebrowsing/report_badware/

Scam and Fraud: <https://secure.ncfirms.org/nficweb/OnlineComplaintForm.aspx>

Whois inaccuracy you may report here: <https://forms.icann.org/en/resources/compliance/complaints/whois/inaccuracy-form>

You may also discuss the case with your local law enforcement officer to seek help.

To limit the number of spam landing in your mailbox please follow these instructions:

Check your email account to see if it provides a tool to filter out potential spam or to channel spam into a bulk email folder. You might want to consider these options when you are choosing which Internet Service Provider (ISP) or email service to use.

Limit your exposure. You might decide to use two email addresses one for personal messages and one for shopping, newsletters, chat rooms, coupons and other services. You also might consider using a disposable email address service that forwards messages to your permanent account. If one of the disposable addresses begins to receive spam, you can shut it off without affecting your permanent address.

Also, try not to display your email address in public. That includes on blog posts, in chat rooms, on social networking sites, or in online membership directories. Spammers use the web to harvest email addresses.

Check privacy policies and uncheck boxes. Check the privacy policy before you submit your email address to a website. See if it allows the company to sell your email to others. You might decide not to submit your email address to websites that will not protect it.

When submitting your email address to a website, look for pre-checked boxes that sign you up for email updates from the company and its partners. Some websites allow you to opt out of receiving these mass emails.

Choose a unique email address. Your choice of email addresses may affect the amount of spam you receive. Spammers send out millions of messages to probable name combinations at large ISPs and email services, hoping to find a valid address. Thus, a common name such as jdoe may get more spam than a more unique name like j26d0e34. Of course, there is a downside it is harder to remember an unusual email address.

Hackers and spammers troll the internet looking for computers that are not protected by up to date security software. When they find unprotected computers, they try to install hidden software called malware that allows them to control the computers remotely. Many thousands of these computers linked together make up a botnet, a network used by spammers to send millions of emails at once. Millions of home computers are part of botnets. In fact, most spam is sent this way.

Do not let spammers use your computer. You can help reduce the chances that your computer will become part of a botnet. Use good computer security practices and disconnect from the internet when you are away from your computer. Hackers can not get to your computer when it is not connected to the internet. Be cautious about opening any attachments or downloading files from emails you receive. Do not open an email attachment even if it looks like it is from a friend or coworker, unless you are expecting it or you know what it is. If you send an email with an attached file, include a message explaining what it is.

Download free software only from sites you know and trust. It can be appealing to download free software like games, file sharing programs, and customized toolbars. But remember that free software programs may contain malware.

Report Spam to the Federal Trade Commission at spam@uce.gov and at <https://www.spamcop.net/anonsignup.shtml>

Read more about reporting spam on this page: https://en.wikipedia.org/wiki/Spam_reporting

Hope you find this helpful!

NameSilo Abuse Team



[My Cart](#) | [Log In](#) | [Create New Account](#) | [Manage My Domains](#)

[home](#)[register](#)[transfer](#)[hosting](#)[marketplace](#)[pricing](#)[API](#)[why us?](#)[support](#)

Report Abuse

Your abuse report has been received. We will follow up shortly.

You may also contact us via abuse@namesilo.com, but the above form is the proper way to submit abuse reports.

Why choose NameSilo?



cheap



easy



secure



tools



Got Questions?
Need Help?

[Click here to chat with support now!](#)

Learn more about
namesilo
domains. cheap, easy and secure.



[CLICK TO PLAY](#)

[Home](#) | [Register](#) | [Transfer](#) | [Pricing](#) | [Support](#) | [Log In](#) | [Contact Us](#) | [WHOIS](#)

© 2009 - 2024 NameSilo, LLC
All Rights Reserved



Follow us
on Twitter



Like us on
Facebook

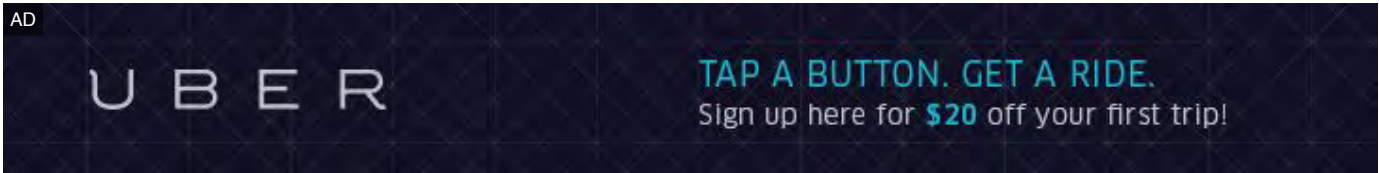


EXHIBIT B

Search



MY IP ■ IP TRACKER ■ TOOLS ■ WEB ■ PRIVACY ■ CYBERSECURITY ■ TRACE API ■ GAMES ■ EMAIL REVEALS ■ ACT BLOG [SIGN IN](#)



IP Address Lookup

IP Location Finder

IPv4, IPv6 or Domain Name

IP Lookup

Enter a IPv4, IPv6 or Domain name into the input box above, and we'll locate its IP location.

184.147.76.101

Hide this IP Address

Here are the results from a few Geolocation providers. Is the data shown below not accurate enough? Please read [geolocation accuracy](#) info to learn why.

Do you have a problem with IP location lookup? Report a [problem](#).

Geolocation data from

IP2Location

Product: DB6, 2025-3-1

IP ADDRESS: 184.147.76.101	ISP: Bell Canada
COUNTRY: Canada	ORGANIZATION: Not available
REGION: Ontario	LATITUDE: 42.0381
CITY: Kingsville	LONGITUDE: -82.7423

Incorrect location?

[Contact IP2Location](#)

[view map](#)

Geolocation data from

ipinfo.io

Product: API, real-time

IP ADDRESS: 184.147.76.101	ISP: Not available
COUNTRY: Canada	ORGANIZATION: AS577 Bell Canada
REGION: Ontario	LATITUDE: 42.0501
CITY: Leamington	LONGITUDE: -82.5998

Incorrect location?

[Contact ipinfo.io](#)

[view map](#)

Geolocation data from

DB-IP

Product: API, real-time



Security Tools

- DNS Lookup
- Search a Person
- Inspect suspicious links
- Data Breach Check

Popular Articles

- What is an IP Address?
- RJ45 Cable Wiring: T-568-B Straight-through & Crossover RJ-45 cabling
- How to track your lost smartphone with an IP address?
- How to defend Wordpress from DDoS attacks?
- What is Cybersecurity?


Advertisement



IP Address Articles


March 1, 2016


[How to hide my IP address?](#)


There are several ways to hide your IP address, and your geolocation. Hiding your IP address is concealing your "true" IP address with a different one. You may use a VPN, Proxy or Anonymous Browser to hide your IP address.


**IP ADDRESS:** 184.147.76.101


**COUNTRY:** Canada 


**REGION:** Ontario

**CITY:** Kingsville

**ISP:** Bell Canada

**ORGANIZATION:** Sympatico HSE

**LATITUDE:** 42.0403

**LONGITUDE:** -82.7392

[Incorrect location?](#)

[Contact DB-IP](#)

 [view map](#)

AD

**GAIAMTV**
TRANSFORMATION NETWORK


VIDEO STREAMING FOR THE AWAKENED M



GET STARTED NOW


Geolocation data from


IPregistry.co


Product: API, real-time

**IP ADDRESS:** 184.147.76.101


**COUNTRY:** Canada 

**REGION:** Ontario

**CITY:** Kingsville

**ISP:** Bell Canada

**ORGANIZATION:** Sympatico Hse

**LATITUDE:** 42.04685

**LONGITUDE:** -82.75913

[Incorrect location?](#)

[Contact IPregistry.co](#)



 [view map](#)

Geolocation data from


IPGeolocation.io


Product: API, real-time


**IP ADDRESS:** 184.147.76.101

**COUNTRY:** Canada 


**REGION:** Ontario

**CITY:** Amherstburg

**ISP:** Sympatico HSE

**ORGANIZATION:** Bell Canada

**LATITUDE:** 42.03787

**LONGITUDE:** -82.73964

[Incorrect location?](#)


[Contact IPGeolocation.io](#)



 [view map](#)


Geolocation data from


IPapi.co


Product: API, real-time


**IP ADDRESS:** 184.147.76.101


**COUNTRY:** Canada 


**REGION:** Ontario

**CITY:** Kingsville

**ISP:** BACOM

**ORGANIZATION:** BACOM

**LATITUDE:** 42.0463

**LONGITUDE:** -82.7587

[Incorrect location?](#)


[Contact IPapi.co](#)



 [view map](#)


Geolocation data from


ipbase.com


Product: API, real-time


**IP ADDRESS:** 184.147.76.101


**COUNTRY:** Canada 


**REGION:** Ontario

**CITY:** Kingsville

**ISP:** Bell Canada

**ORGANIZATION:** Bell Canada

**LATITUDE:** 42.0381

**LONGITUDE:** -82.7423

[Incorrect location?](#)

[Contact ipbase.com](#)

 [view map](#)

Geolocation data from

criminalip.io

Product: API, real-time

**IP ADDRESS:** 184.147.76.101

**COUNTRY:** Canada 

**REGION:** Ontario

**CITY:** Kingsville

**ISP:** Not available

**ORGANIZATION:** Bell Canada

**LATITUDE:** 42.0463

**LONGITUDE:** -82.7587

[Learn more >](#)

**Old IP Address**
192.168.1.102

**New IP Address**
192.168.1.101

Change your IP Address

April 14, 2016
[How to change your IP address?](#)

Would you like to change the IP address of your computer, smartphone or tablet? You're getting your IP address from your Internet Service Provider, and you have the right to obtain a new IP address whenever you desire. Let us show you how you can change an IP address of your device.

[Learn more >](#)

**PUBLIC IP ADDRESS**
172.31.255.255

**PRIVATE IP ADDRESS**

February 15, 2012
[What is the difference between public and private IP address?](#)

A public IP address is an IP address that can be accessed over the Internet, and a private IP address is an IP address that is local to your private network. A public IP is a globally unique IP, while a private IP address can be reused in different networks.

[Learn more >](#)

**DYNAMIC IP ADDRESS**
WORKSTATION, WEB SERVER, DHCP SERVER

**STATIC IP ADDRESS**
WORKSTATION, WEB SERVER

October 7, 2012
[What is the difference between a static and dynamic IP address?](#)

An IP address is an address assigned to a device on the Internet. A static IP address is a fixed IP address that never changes, and a dynamic IP address is an IP that is assigned by the DHCP server which may change over time.

[Learn more >](#)

Incorrect location?[Contact criminalip.io](#)

 [view map](#)

Geolocation data from


ipapi.is

Product: API, real-time

**IP ADDRESS:** 184.147.76.101

**COUNTRY:** Canada 

**REGION:** Ontario

**CITY:** Kingsville

**ISP:** Bell Canada

**ORGANIZATION:** Bell Canada

**LATITUDE:** 42.0381

**LONGITUDE:** -82.7423

Incorrect location?[Contact ipapi.is](#)

 [view map](#)

Would you like to help us improve ip-to-location data by providing a [geofeed](#) or custom feedback?

Login to add feedback

Trivia Question

What markup language is used to structure content on the web?

☐ HTML

☐ XML

☐ CSS

☐ JavaScript

IP-Based Geolocation Accuracy

The Geolocation lookup tool provided on this page is an estimate of where the IP address may be located. The data come from a few IP-Based Geolocation providers, and their accuracy varies depending on how quickly they update their database when changes occur. Since many Internet users are getting their dynamic IP address from their [ISP](#), and most ISPs serve their customers in multiple regions causing Geolocation lookup to be accurate to the region they serve. For example, AT&T in the United States serve their customers in entire USA and the accuracy may be limited to the Country level. Other ISPs may be serving smaller areas, and some ISPs create subnetworks to serve their customers in smaller regions. For this reason, the IP-based Geolocation will be about 99% accurate at the country level while the accuracy of State and City may be at much less accurate level somewhere around 50% range.

For more information about Geolocation Accuracy, please read [How accurate is IP-based Geolocation lookup?](#)

Related Articles

- [What is an IP Address?](#)
- [My IP Address is Hacked. What can I do?](#)
- [What is the difference between static and dynamic IP Address?](#)
- [What is the difference between public and private IP Address?](#)

Advertisement

Blog Categories

- ▶ Artificial Intelligence (100)
- ▶ Automotive (25)
- ▶ Business (260)
 - ▶ Ecommerce (93)
 - ▶ Intellectual Property (13)
 - ▶ Productivity (23)
- ▶ Cloud Services (97)
- ▶ Computing (60)
- ▶ Crypto & Blockchain (48)
- ▶ Cybersecurity (296)
 - ▶ Distributed Denial of Service (10)
 - ▶ Password (22)
 - ▶ Safety (31)
- ▶ Data & Database (27)
- ▶ Digital Marketing (142)
- ▶ Education (54)
- ▶ Email (84)
- ▶ Entertainment (16)
- ▶ Fashion (2)
- ▶ Finance (92)
- ▶ Games (81)
- ▶ Healthcare (38)
- ▶ Internet of Things (22)
- ▶ IP Address (67)
 - ▶ Geolocation (54)
- ▶ Legal (9)
- ▶ Lifestyle (53)
 - ▶ Parenting (2)
- ▶ Network (104)
- ▶ Online Resources (22)
- ▶ Online Tools (105)
- ▶ Privacy (159)
 - ▶ Virtual Private Network (92)

- Proxy (65)
- Real Estate (15)
- Scams & Frauds (19)
- Security (10)
- Smartphone (52)
- Social Media (87)
 - Social Media Marketing (39)
- Software (210)
 - Software Development (160)
 - Software Testing (17)
 - Mobile App Development (19)
 - Web Development (14)
- Technology (81)
 - Information Technology (12)
 - Electronics (2)
- Travel (19)
- World Wide Web (179)
 - Search Engine Optimization (83)
 - Web Hosting (35)
 - Web Design (24)

About Us



Welcome to IP Location, the home of IP Geolocation, security and privacy resources. This website was built to offer tips, tutorials and articles on IP address, VPN, Proxy, DDoS and WebAuthn technologies.

Popular Topics

- > VPN
- > Proxy
- > Web Hosting
- > SEO
- > Product Reviews
- > Password

Company Info

- > Terms of Service
- > Privacy Policy
- > Advertise With Us
- > Guest Posting
- > Contact Us
- > Login / Signup

Socialize

Subscribe to our newsletter:

Like Us on Facebook

Twitter on Twitter

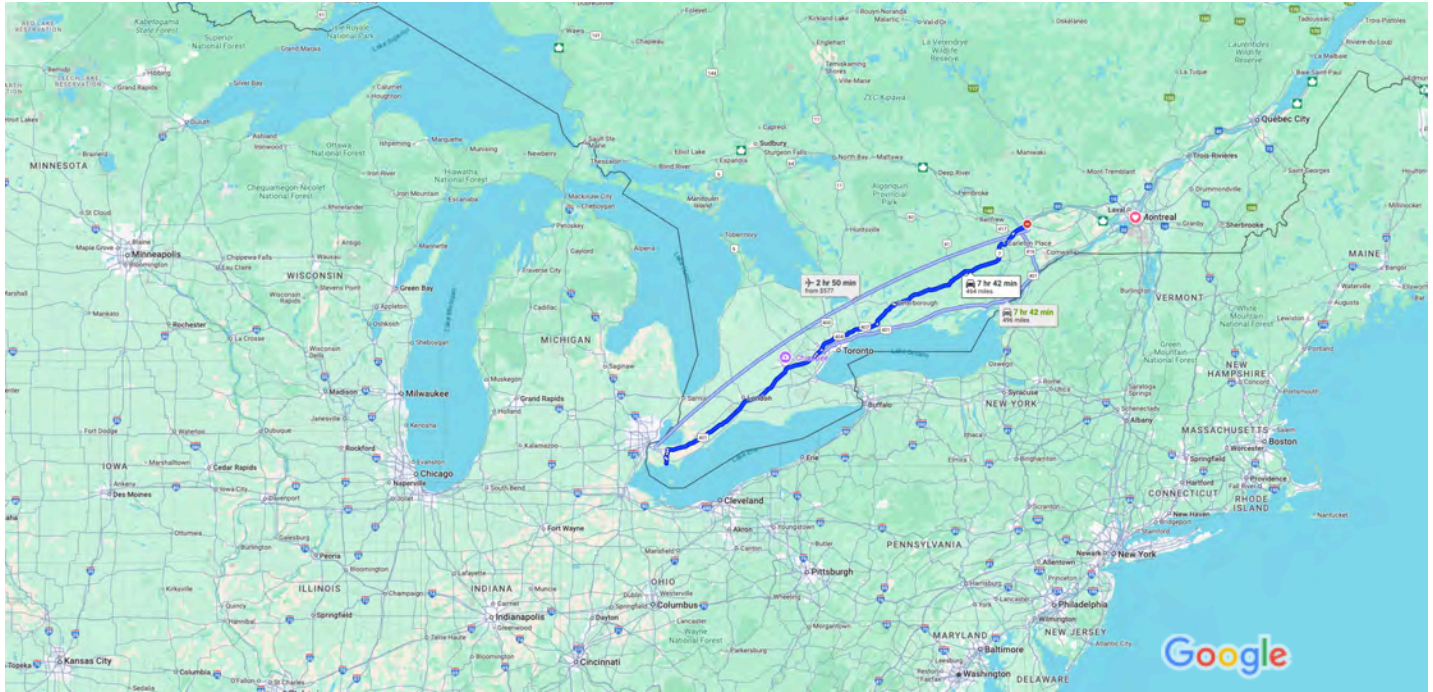
LinkedIn on LinkedIn

Instagram on Instagram



Ottawa, Ontario to Kingsville, Ontario

Drive 464 miles, 7 hr 42 min



Map data ©2025 Google

100 km

**via Hwy 7 and ON-401 W****7 hr 42 min**

Best route now, avoids road closures on ON-417 W

464 miles

**This route has tolls.****via ON-401 W****7 hr 42 min**

496 miles

**Ottawa, ON—Windsor, ON****2 hr 50 min**

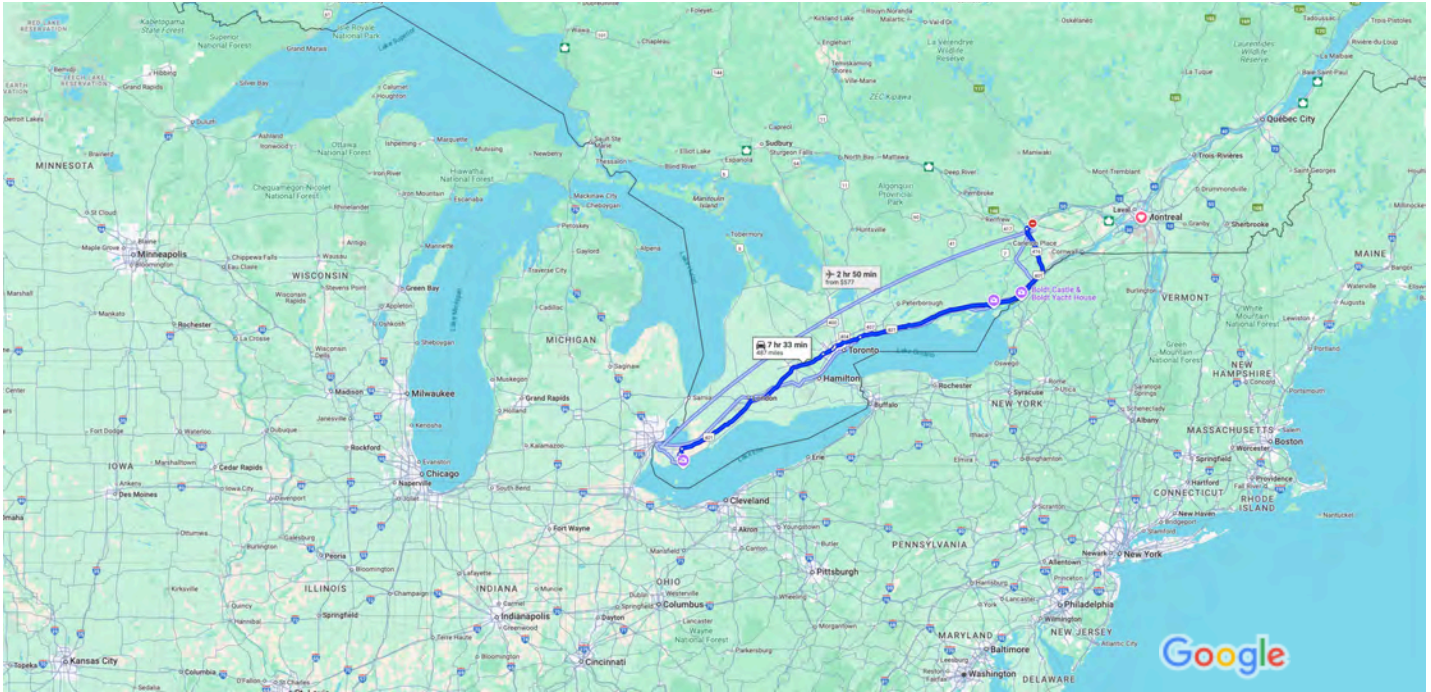
from CA\$577

Explore new places along this route

Add suggested stops



Ottawa, Ontario to Leamington, Ontario Drive 487 miles, 7 hr 33 min



Map data ©2025 Google

100 km



via ON-401 W

7 hr 33 min

Fastest route now, avoids road closures on ON-417 W

487 miles



5:21AM (Friday)—6:47 PM

13 hr 26 min

VIA Rail > VIA Rail > 2 > 115 > 42 >



Ottawa, ON—Windsor, ON

2 hr 50 min

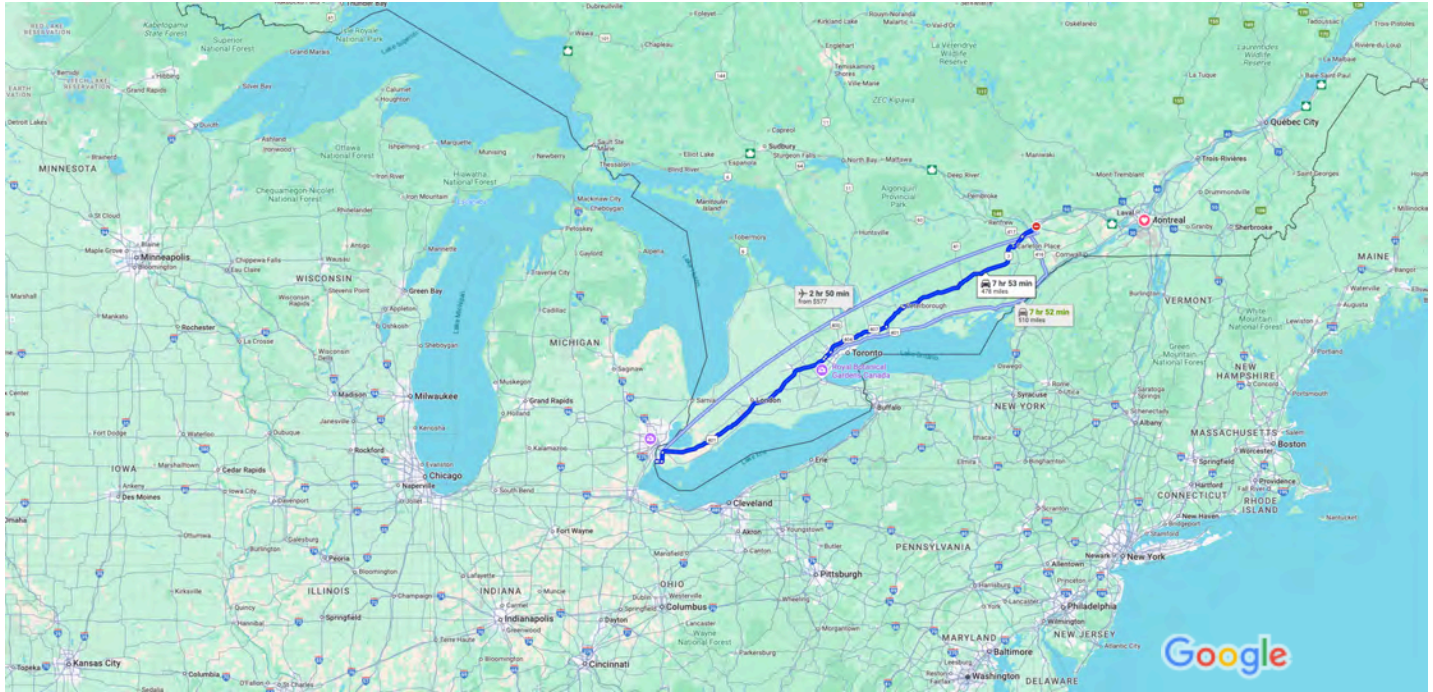
from CA\$577

Explore new places along this route

Add suggested stops



Ottawa, Ontario to Amherstburg, Ontario Drive 478 miles, 7 hr 53 min



Map data ©2025 Google

100 km



via Hwy 7 and ON-401 W

7 hr 53 min

Best route now, avoids road closures on ON-417 W

478 miles



This route has tolls.



via ON-401 W

7 hr 52 min

510 miles



Ottawa, ON—Windsor, ON

2 hr 50 min

from CA\$577

Explore new places along this route

Add suggested stops

EXHIBIT C

VSCO — 1674092**Application number**

1674092

Registration number

TMA1001520

Type(s)

Word

Category

Trademark

CIPO Status

REGISTERED

TM5 statusLIVE/REGISTRATION/Issued
and Active

The trademark application has
been registered with the Office.

Filed

2014-04-24

Registered

2018-07-25

Registration Expiry Date

2033-07-25

Registrant

Visual Supply Co.
1500 Broadway, Suite 300
Oakland, CA 94612
UNITED STATES OF
AMERICA

Agent

GOWLING WLG (CANADA)
LLP
SUITE 1600
1 FIRST CANADIAN PLACE
100 KING STREET WEST
TORONTO
ONTARIO M5X1G5

Documents

[View documents](#)

Index headings

VSCO

Goods (Nice class & Statement)

(1) Computer application software for mobile phones, handheld computers, personal computers and other wireless devices, namely, software for use in capturing, editing and sharing photos and videos; downloadable software for use in editing photos and videos; digital materials, namely, downloadable files featuring presets for editing photos and videos

Services (Nice class & Statement)

(1) Providing temporary use of online non-downloadable software for use in uploading photos and other digital media content and designing and customizing photo albums, photo books and books containing photos or images

(2) Digital photo printing services; custom imprinting of photo albums, photo books, and books containing photos or images; custom photo printing services

(3) Providing a web site featuring temporary use of non-downloadable software allowing web site users to upload, edit, manage and share photos and videos; software as a service (SAAS) services, namely, hosting software for use in uploading, editing, managing and sharing photos and videos; hosting, building and maintaining online websites for others; creating and maintaining blogs for others; Creating and hosting an online community for photographers, videographers, artists, students and other creative professionals; providing customized online web pages featuring user-defined information, namely blog posts, digital media content, and on-line web links to other websites in the fields of photography, videography and design; design, creation, hosting, and maintenance of websites for others; providing use of online non-downloadable software for use in enabling internet publishing; hosting a website featuring digital content, namely, templates, software and information regarding customer relationship management, studio management, photo and video editing and design, invoicing, photo proofing and music licensing

Classification data**Disclaimer**

The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

9 - Electrical, scientific and teaching apparatus and software

35 - Advertising, marketing, promotional and business

40 - Treatment of materials

41 - Education and entertainment

42 - Computer and scientific

Claims

Used in CANADA since at least as early as November 15, 2011 on goods

Used in CANADA since at least as early as June 06, 2013 on services (1), (3)

Priority Filing Date: October 29, 2013, Country or Office: UNITED STATES OF AMERICA, Application No. 86/104,922 in association with the same kind of services (1)

Priority Filing Date: October 29, 2013, Country or Office: UNITED STATES OF AMERICA, Application No. 86/104,920 in association with the same kind of services (2)

Action History

Action	Action date	Due date	Comments
Filed	2014-04-24		
Created	2014-04-25		
Formalized	2014-04-29		
Amendment to Application	2014-08-04		Owner Address Change / Voir Preuve au dossier/See evidence on File No. 1558872
Search Recorded	2014-11-26		
Examiner's First Report	2014-11-26	2015-05-26	
Extension of Time	2015-05-28	2015-11-26	Request Letter Date: 2015 /05/20
Approval Notice Sent	2015-06-18	2015-07-16	
Approved	2015-08-06		APPROVED BY PROGRAM EX200M1
Advertised	2015-08-26		Vol.62 Issue 3174
Allowed	2015-12-11		
Allowance Notice Sent	2015-12-11	2017-04-24	
Rep for Service Name Changed	2016-02-25		
Agent Name Changed	2016-02-25		
Extension of Time	2017-03-21	2017-10-24	Request Letter Date: 2017 /03/09
Extension of Time	2017-10-23	2018-04-24	Request Letter Date: 2017 /10/16
Extension of Time	2018-04-12	2018-10-24	Request Letter Date: 2018 /03/13
Registered	2018-07-25	2033-07-25	

EXHIBIT D

VSCO — 1560549**Application number**

1560549

Registration number

TMA861556

Type(s)

Word

Category

Trademark

CIPO Status

REGISTERED

TM5 statusLIVE/REGISTRATION/Issued
and Active

The trademark application has
been registered with the Office.

Filed

2012-01-19

Registered

2013-09-30

Registration Expiry Date

2028-09-30

Registrant

Visual Supply Co.
1500 Broadway, Suite 300
Oakland, CA 94612
UNITED STATES OF
AMERICA

Agent

GOWLING WLG (CANADA)
LLP
SUITE 1600
1 FIRST CANADIAN PLACE
100 KING STREET WEST
TORONTO
ONTARIO M5X1G5

Documents

[View documents](#)

Index headings

VSCO

Services (Nice class & Statement)

(1) Educational services, namely, workshops for photographers, videographers, artists, students and other creative professionals; on-line journals, namely, blogs featuring information relating to photography, videography and design.

(2) Educational services, namely, workshops for photographers, videographers, artists, students and other creative professionals; on-line journals, namely, blogs featuring information relating to photography, videography, graphic design and web design.

Classification data**Disclaimer**

The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

41 - Education and entertainment

Claims

Priority Filing Date: July 19, 2011, Country or Office: UNITED STATES OF AMERICA, Application No. 85/375,465 in association with the same kind of services (1)

Used in UNITED STATES OF AMERICA on services (1)

Registered in or for UNITED STATES OF AMERICA on December 18, 2012, under No. 4,262,139 on services (1)

Declaration of Use filed August 27, 2013 on services (2)

Recordals (known also as Footnotes)**Owner Address Change / Changement d'adresse du propriétaire**

DATE REGISTERED / DATE DE L'ENREGISTREMENT: 2014-08-04

COMMENTS / COMMENTAIRES: Voir Preuve au dossier/See evidence on File No. 1558872

Action History

Action	Action date	Due date	Comments
Filed	2012-01-19		
Created	2012-01-20		
Formalized	2012-01-24		
Search Recorded	2012-07-23		
Examiner's First Report	2012-07-23	2013-01-23	
Correspondence Created	2013-01-21	2013-07-21	
Approval Notice Sent	2013-02-20	2013-03-20	
Amendment to Application	2013-02-27		Owner Address Change / Voir Preuve au dossier /See evidence on File No. 1558872
Approved	2013-04-11		APPROVED BY PROGRAM EX200M1
Advertised	2013-05-01		Vol.60 Issue 3053
Allowed	2013-08-16		
Allowance Notice Sent	2013-08-16	2015-01-19	
Correspondence Created	2013-09-05	2015-01-19	
Registered	2013-09-30	2028-09-30	
Amendment to Registration	2014-08-04		Owner Address Change / Voir Preuve au dossier /See evidence on File No. 1558872
Rep for Service Name Changed	2016-02-25		

EXHIBIT E



CANADA

CONSOLIDATION

CODIFICATION

Trademarks Act

Loi sur les marques de commerce

R.S.C., 1985, c. T-13

L.R.C. (1985), ch. T-13

Current to March 3, 2025

À jour au 3 mars 2025

Last amended on June 28, 2021

Dernière modification le 28 juin 2021

OFFICIAL STATUS OF CONSOLIDATIONS

Subsections 31(1) and (2) of the *Legislation Revision and Consolidation Act*, in force on June 1, 2009, provide as follows:

Published consolidation is evidence

31 (1) Every copy of a consolidated statute or consolidated regulation published by the Minister under this Act in either print or electronic form is evidence of that statute or regulation and of its contents and every copy purporting to be published by the Minister is deemed to be so published, unless the contrary is shown.

Inconsistencies in Acts

(2) In the event of an inconsistency between a consolidated statute published by the Minister under this Act and the original statute or a subsequent amendment as certified by the Clerk of the Parliaments under the *Publication of Statutes Act*, the original statute or amendment prevails to the extent of the inconsistency.

LAYOUT

The notes that appeared in the left or right margins are now in boldface text directly above the provisions to which they relate. They form no part of the enactment, but are inserted for convenience of reference only.

NOTE

This consolidation is current to March 3, 2025. The last amendments came into force on June 28, 2021. Any amendments that were not in force as of March 3, 2025 are set out at the end of this document under the heading “Amendments Not in Force”.

CARACTÈRE OFFICIEL DES CODIFICATIONS

Les paragraphes 31(1) et (2) de la *Loi sur la révision et la codification des textes législatifs*, en vigueur le 1^{er} juin 2009, prévoient ce qui suit :

Codifications comme élément de preuve

31 (1) Tout exemplaire d'une loi codifiée ou d'un règlement codifié, publié par le ministre en vertu de la présente loi sur support papier ou sur support électronique, fait foi de cette loi ou de ce règlement et de son contenu. Tout exemplaire donné comme publié par le ministre est réputé avoir été ainsi publié, sauf preuve contraire.

Incompatibilité — lois

(2) Les dispositions de la loi d'origine avec ses modifications subséquentes par le greffier des Parlements en vertu de la *Loi sur la publication des lois* l'emportent sur les dispositions incompatibles de la loi codifiée publiée par le ministre en vertu de la présente loi.

MISE EN PAGE

Les notes apparaissant auparavant dans les marges de droite ou de gauche se retrouvent maintenant en caractères gras juste au-dessus de la disposition à laquelle elles se rattachent. Elles ne font pas partie du texte, n'y figurant qu'à titre de repère ou d'information.

NOTE

Cette codification est à jour au 3 mars 2025. Les dernières modifications sont entrées en vigueur le 28 juin 2021. Toutes modifications qui n'étaient pas en vigueur au 3 mars 2025 sont énoncées à la fin de ce document sous le titre « Modifications non en vigueur ».

TABLE OF PROVISIONS**An Act relating to trademarks and unfair competition****Short Title****1** Short title**Interpretation****2** Definitions**2.1** Reference to person**3** When deemed to be adopted**4** When deemed to be used**5** When deemed to be made known**6** When mark or name confusing**Unfair Competition and Prohibited Signs****7** Prohibitions**8** Warranty of lawful use**9** Prohibited marks**10** Further prohibitions**10.1** Further prohibitions**11** Further prohibitions**11.1** Further prohibitions**Geographical Indications****11.11** Definitions**11.12** List**11.13** Statement of objection**11.14** Prohibited adoption of indication for wines**11.15** Prohibited adoption of indication for agricultural products or food**11.16** Exception when authorized**11.17** Continued use — wines or spirits**11.18** Exception for disuse**11.19** Exception for failure to take proceedings**11.2** Acquired rights — wines**11.21** Removal from the list**TABLE ANALYTIQUE****Loi concernant les marques de commerce et la concurrence déloyale****Titre abrégé****1** Titre abrégé**Définitions et interprétation****2** Définitions**2.1** Mention de personne**3** Quand une marque de commerce est réputée adoptée**4** Quand une marque de commerce est réputée employée**5** Quand une marque de commerce est réputée révélée**6** Quand une marque ou un nom crée de la confusion**Concurrence déloyale et signes interdits****7** Interdictions**8** Garantie de l'emploi licite**9** Marques interdites**10** Autres interdictions**10.1** Idem**11** Autres interdictions**11.1** Idem**Indications géographiques****11.11** Définitions**11.12** Liste**11.13** Déclaration d'opposition**11.14** Interdiction d'adoption : vins**11.15** Interdiction d'adoption : produit agricole ou aliment**11.16** Exception : emploi autorisé**11.17** Emploi continu : vin ou spiritueux**11.18** Exception : non-emploi**11.19** Exception — aucune procédure engagée**11.2** Droits acquis : vin**11.21** Suppression de la liste

Trademarks
TABLE OF PROVISIONS

- 11.22** CETA indications
11.23 Canada — Korea indications
11.24 Powers of Governor in Council

Registrable Trademarks

- 12** When trademark registrable
15 Registration of confusing trademarks

Persons Entitled to Registration of Trademarks

- 16** Entitlement to registration

Validity and Effect of Registration

- 17** Effect of registration in relation to previous use, etc.
18 When registration invalid
18.1 Not to limit art or industry
19 Rights conferred by registration
20 Infringement
21 Concurrent use of confusing marks
22 Depreciation of goodwill

Certification Marks

- 23** Registration of certification marks
24 Registration of trademark confusing with certification mark
25 Descriptive certification mark

Register of Trademarks

- 26** Register
27 Register under Unfair Competition Act
29 Available to public
29.1 Destruction of records

Applications for Registration of Trademarks

- 30** Requirements for application
31 Standard characters
32 Further evidence in certain cases
33 Filing date

Marques de commerce
TABLE ANALYTIQUE

- 11.22** Indications : AÉCG
11.23 Indications : Canada - Corée
11.24 Pouvoirs du gouverneur en conseil

Marques de commerce enregistrables

- 12** Marque de commerce enregistrable
15 Enregistrement de marques de commerce créant de la confusion

Personnes ayant droit à l'enregistrement d'une marque de commerce

- 16** Droit à l'enregistrement

Validité et effet de l'enregistrement

- 17** Effet de l'enregistrement relativement à l'emploi antérieur, etc.
18 Quand l'enregistrement est invalide
18.1 Aucune restriction à l'art ou à l'industrie
19 Droits conférés par l'enregistrement
20 Violation
21 Emploi simultané de marques créant de la confusion
22 Dépréciation de l'achalandage

Marques de certification

- 23** Enregistrement de marques de certification
24 Enregistrement d'une marque de commerce créant de la confusion avec la marque de certification
25 Marque de certification descriptive

Registre des marques de commerce

- 26** Registre
27 Registre prévu par la Loi sur la concurrence déloyale
29 Accessibilité
29.1 Destruction de documents

Demandes d'enregistrement de marques de commerce

- 30** Demande
31 Caractères standard
32 Autres preuves dans certains cas
33 Date de production de la demande

Trademarks
TABLE OF PROVISIONS

Marques de commerce
TABLE ANALYTIQUE

34	Date of application abroad deemed date of application in Canada
35	Disclaimer
36	Abandonment
37	When applications to be refused
38	Statement of opposition
39	Divisional application

Registration of Trademarks

40	Registration of trademarks
-----------	----------------------------

Amendment of the Register

41	Amendments to register
43	Additional representations
44	Notice for information
44.1	Registrar may require amendment
45	Registrar may request evidence of use

Renewal of Registrations

46	Term
46.1	Renewal for goods or services

Extensions of Time

47	Extensions of time
47.1	Proceeding under section 45

Transfer

48	Trademark transferable
-----------	------------------------

Change of Purpose in Use of Trademark

49	Change of purpose
-----------	-------------------

Licences

50	Licence to use trademark
51	Use of trademark by related companies

Offences and Punishment

51.01	Sale, etc., of goods
--------------	----------------------

34	La date de demande à l'étranger est réputée être la date de demande au Canada
35	Désistement
36	Abandon
37	Demandes rejetées
38	Déclaration d'opposition
39	Demande divisionnaire

Enregistrement des marques de commerce

40	Enregistrement des marques de commerce
-----------	--

Modification du registre

41	Modifications au registre
43	Représentations supplémentaires
44	Demande de renseignements
44.1	Modification exigée par le registraire
45	Le registraire peut exiger une preuve d'emploi

Renouvellement des enregistrements

46	Durée
46.1	Renouvellement de produits ou services

Prolongation de délai

47	Prorogations
47.1	Procédure visée à l'article 45

Transfert

48	Une marque de commerce est transférable
-----------	---

Changement lié à l'emploi d'une marque de commerce

49	Autres fins
-----------	-------------

Licences

50	Licence d'emploi d'une marque de commerce
51	Utilisation d'une marque de commerce par des compagnies connexes

Infractions et peines

51.01	Vente de produits
--------------	-------------------

Importation and Exportation

Interpretation

51.02 Definitions

Prohibition

51.03 No importation or exportation

Request for Assistance

51.04 Request for assistance

Measures Relating to Detained Goods

51.05 Provision of information by customs officer**51.06** Provision of information to pursue remedy**51.07** Restriction on information use — section 51.05**51.08** Inspection**51.09** Liability for charges

No Liability

51.1 No liability

Powers of Court Relating to Detained Goods

51.11 Application to court**51.12** Damages against trademark owner**Trademark Agents****51.13** Privileged communication**Legal Proceedings****52** Definitions**53** Proceedings for interim custody**53.1** Proceedings for detention by Minister**53.2** Power of court to grant relief**53.3** Unaltered state — exportation, sale or distribution**54** Evidence**55** Jurisdiction of Federal Court**56** Appeal**57** Exclusive jurisdiction of Federal Court**58** How proceedings instituted**59** Notice to set out grounds**Importation et exportation**

Définitions

51.02 Définitions

Interdiction

51.03 Importation et exportation

Demande d'aide

51.04 Demande d'aide

Mesures relatives aux produits retenus

51.05 Fourniture de renseignements par l'agent des douanes**51.06** Fourniture de renseignements en vue de l'exercice de recours**51.07** Utilisation des renseignements fournis au titre de l'article 51.05**51.08** Inspection**51.09** Obligation de payer les frais

Immunité

51.1 Immunité

Pouvoirs du tribunal relativement aux produits retenus

51.11 Demande au tribunal**51.12** Dommages-intérêts à l'encontre du propriétaire de la marque de commerce**Agents de marques de commerce****51.13** Communication protégée**Procédures judiciaires****52** Définitions**53** Rétention provisoire de produits faisant l'objet de contraventions**53.1** Ordonnance visant le ministre**53.2** Pouvoir du tribunal d'accorder une réparation**53.3** Exportation, vente ou distribution des produits non modifiés**54** Preuve**55** Compétence de la Cour fédérale**56** Appel**57** Compétence exclusive de la Cour fédérale**58** Comment sont intentées les procédures**59** L'avis indique les motifs

Trademarks
TABLE OF PROVISIONS

60	Registrar to transmit documents
61	Judgments
General	
62	Administration
63	Registrar
64	Electronic form and means
65	Regulations
65.1	Regulations — Madrid Protocol and Singapore Treaty
65.2	Regulations
66	Time period extended
Newfoundland	
67	Registration of trademark before April 1, 1949
68	Use of trademark or trade name before April 1, 1949
Transitional Provisions	
68.1	Use of the indication “Beaufort”
68.2	Non-application of paragraph 38(2)(a.1)
69.1	Application not advertised
70	Application advertised
71	Declaration of use
72	Registered trademarks — applications filed before coming into force
73	Registered trademarks

SCHEDULE

SCHEDULE 6

Marques de commerce
TABLE ANALYTIQUE

60	Le registraire transmet les documents
61	Jugements
Dispositions générales	
62	Application
63	Registraire
64	Moyens et forme électroniques
65	Règlements
65.1	Règlement — Protocole de Madrid et Traité de Singapour
65.2	Règlements
66	Délai prorogé
Terre-Neuve	
67	Enregistrement d’une marque de commerce — Terre-Neuve
68	Emploi d’une marque de commerce — Terre-Neuve
Dispositions transitoires	
68.1	Emploi de l’indication « Beaufort »
68.2	Non-application de l’alinéa 38(2)a.1)
69.1	Demande non annoncée
70	Demande annoncée
71	Déclaration d’emploi
72	Marque de commerce enregistrée — demande produite avant l’entrée en vigueur
73	Marque de commerce enregistrée

ANNEXE

ANNEXE 6



R.S.C., 1985, c. T-13

L.R.C., 1985, ch. T-13

An Act relating to trademarks and unfair competition

Short Title

Short title

1 This Act may be cited as the *Trademarks Act*.

R.S., 1985, c. T-13, s. 1; 2014, c. 20, s. 318(E).

Interpretation

Definitions

2 In this Act,

certification mark means a sign or combination of signs that is used or proposed to be used for the purpose of distinguishing or so as to distinguish goods or services that are of a defined standard from those that are not of that defined standard, with respect to

- (a) the character or quality of the goods or services,
- (b) the working conditions under which the goods are produced or the services performed,
- (c) the class of persons by whom the goods are produced or the services performed, or
- (d) the area within which the goods are produced or the services performed; (*marque de certification*)

confusing, when applied as an adjective to a trademark or trade name, means, except in sections 11.13 and 11.21, a trademark or trade name the use of which would cause confusion in the manner and circumstances described in section 6; (*créant de la confusion*)

Convention means the Convention of the Union of Paris made on March 20, 1883 and any amendments and revisions thereof made before or after July 1, 1954 to which Canada is party; (*Convention*)

country of origin means

Loi concernant les marques de commerce et la concurrence déloyale

Titre abrégé

Titre abrégé

1 *Loi sur les marques de commerce.*

L.R. (1985), ch. T-13, art. 1; 2014, ch. 20, art. 318(A).

Définitions et interprétation

Définitions

2 Les définitions qui suivent s'appliquent à la présente loi.

Accord sur l'OMC S'entend de l'Accord au sens du paragraphe 2(1) de la *Loi de mise en œuvre de l'Accord sur l'Organisation mondiale du commerce*. (*WTO Agreement*)

classification de Nice La classification instituée par l'Arrangement de Nice concernant la classification internationale des produits et des services aux fins de l'enregistrement des marques, signé à Nice le 15 juin 1957, ainsi que les modifications et révisions subséquentes apportées à celui-ci et auxquelles le Canada est partie. (*Nice Classification*)

compagnies connexes Compagnies qui sont membres d'un groupe de deux ou plusieurs compagnies dont l'une, directement ou indirectement, a la propriété ou le contrôle d'une majorité des actions émises, à droit de vote, des autres compagnies. (*related companies*)

Convention La Convention d'Union de Paris, intervenue le 20 mars 1883, et toutes ses modifications et révisions, adoptées indépendamment de la date du 1^{er} juillet 1954, auxquelles le Canada est partie. (*Convention*)

créant de la confusion Sauf aux articles 11.13 et 11.21, s'entend au sens de l'article 6 lorsque employé à l'égard

(a) the country of the Union in which the applicant for registration of a trademark had at the date of the application a real and effective industrial or commercial establishment, or

(b) if the applicant for registration of a trademark did not at the date of the application have in a country of the Union an establishment as described in paragraph (a), the country of the Union where he on that date had his domicile, or

(c) if the applicant for registration of a trademark did not at the date of the application have in a country of the Union an establishment as described in paragraph (a) or a domicile as described in paragraph (b), the country of the Union of which he was on that date a citizen or national; (*pays d'origine*)

country of the Union means

(a) any country that is a member of the Union for the Protection of Industrial Property constituted under the Convention, or

(b) any WTO Member; (*pays de l'Union*)

distinctive, in relation to a trademark, describes a trademark that actually distinguishes the goods or services in association with which it is used by its owner from the goods or services of others or that is adapted so to distinguish them; (*distinctive*)

distinguishing guise [Repealed, 2014, c. 20, s. 319]

geographical indication means an indication that identifies a wine or spirit, or an agricultural product or food of a category set out in the schedule, as originating in the territory of a WTO Member, or a region or locality of that territory, if a quality, reputation or other characteristic of the wine or spirit or the agricultural product or food is essentially attributable to its geographical origin; (*indication géographique*)

Nice Classification means the classification established by the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks, signed at Nice on June 15, 1957, including any amendments, modifications and revisions made from time to time to which Canada is a party; (*classification de Nice*)

owner, in relation to a certification mark, means the person by whom the defined standard has been established; (*propriétaire*)

package [Repealed, 2014, c. 32, s. 7]

d'une marque de commerce ou d'un nom commercial. (*confusing*)

dédouanement S'entend au sens du paragraphe 2(1) de la *Loi sur les douanes*. (*release*)

distinctive Se dit de la marque de commerce qui distingue véritablement les produits ou services en liaison avec lesquels elle est employée par son propriétaire de ceux d'autres personnes, ou qui est adaptée à les distinguer ainsi. (*distinctive*)

emploi ou usage À l'égard d'une marque de commerce, tout emploi qui, selon l'article 4, est réputé un emploi en liaison avec des produits ou services. (*use*)

indication géographique Indication désignant un vin ou spiritueux ou un produit agricole ou aliment d'une catégorie figurant à l'annexe comme étant originaire du territoire d'un membre de l'OMC — ou région ou localité de ce territoire — dans les cas où une qualité, la réputation ou une autre caractéristique du produit désigné sont essentiellement attribuées à cette origine géographique. (*geographical indication*)

indication géographique protégée Indication géographique figurant sur la liste prévue au paragraphe 11.12(1). (*protected geographical indication*)

merchandises [Abrogée, 2014, ch. 32, art. 7]

marque de certification Signe ou combinaison de signes qui est employé ou que l'on projette d'employer pour distinguer, ou de façon à distinguer, les produits ou services qui sont d'une norme définie par rapport à ceux qui ne le sont pas, en ce qui concerne :

- a)** soit la nature ou la qualité des produits ou services;
- b)** soit les conditions de travail dans lesquelles ont lieu leur production ou leur exécution;
- c)** soit la catégorie de personnes qui les produit ou exécute;
- d)** soit la région dans laquelle ont lieu leur production ou leur exécution. (*certification mark*)

marque de commerce Selon le cas :

- a)** signe ou combinaison de signes qui est employé par une personne ou que celle-ci projette d'employer pour distinguer, ou de façon à distinguer, ses produits ou services de ceux d'autres personnes;
- b)** marque de certification. (*trademark*)

person includes any lawful trade union and any lawful association engaged in trade or business or the promotion thereof, and the administrative authority of any country, state, province, municipality or other organized administrative area; (*personne*)

person interested includes any person who is affected or reasonably apprehends that he may be affected by any entry in the register, or by any act or omission or contemplated act or omission under or contrary to this Act, and includes the Attorney General of Canada; (*personne intéressée*)

prescribed means prescribed by or under the regulations; (*prescrit*)

proposed trade-mark [Repealed, 2014, c. 20, s. 319]

protected geographical indication means a geographical indication that is on the list kept pursuant to subsection 11.12(1); (*indication géographique protégée*)

register means the register kept under section 26; (*registre*)

registered trademark means a trademark that is on the register; (*marque de commerce déposée*)

registered user [Repealed, 1993, c. 15, s. 57]

Registrar means the Registrar of Trademarks who is described in subsection 63(1); (*registraire*)

related companies means companies that are members of a group of two or more companies one of which, directly or indirectly, owns or controls a majority of the issued voting stock of the others; (*compagnies connexes*)

release has the same meaning as in subsection 2(1) of the *Customs Act*; (*dédouanement*)

representative for service [Repealed, 2014, c. 20, s. 319]

sign includes a word, a personal name, a design, a letter, a numeral, a colour, a figurative element, a three-dimensional shape, a hologram, a moving image, a mode of packaging goods, a sound, a scent, a taste, a texture and the positioning of a sign; (*signe*)

trademark means

(a) a sign or combination of signs that is used or proposed to be used by a person for the purpose of distinguishing or so as to distinguish their goods or services from those of others, or

marque de commerce déposée Marque de commerce qui se trouve au registre. (*registered trademark*)

marque de commerce projetée [Abrogée, 2014, ch. 20, art. 319]

membre de l'OMC Membre de l'Organisation mondiale du commerce instituée par l'article I de l'Accord sur l'OMC. (*WTO Member*)

nom commercial Nom sous lequel une entreprise est exercée, qu'il s'agisse ou non d'une personne morale, d'une société de personnes ou d'un particulier. (*trade name*)

paquet ou colis [Abrogée, 2014, ch. 32, art. 7]

pays de l'Union Tout pays qui est membre de l'Union pour la protection de la propriété industrielle, constituée en vertu de la Convention, ou tout membre de l'OMC. (*country of the Union*)

pays d'origine

a) Le pays de l'Union où l'auteur d'une demande d'enregistrement d'une marque de commerce avait, à la date de la demande, un établissement industriel ou commercial réel et effectif;

b) si l'auteur de la demande, à la date de la demande, n'avait aucun établissement décrit à l'alinéa a) dans un pays de l'Union, le pays de celle-ci où il avait son domicile à la date en question;

c) si l'auteur de la demande, à la date de la demande, n'avait aucun établissement décrit à l'alinéa a) ni aucun domicile décrit à l'alinéa b) dans un pays de l'Union, le pays de celle-ci dont il était alors citoyen ou ressortissant. (*country of origin*)

personne Sont assimilés à une personne tout syndicat ouvrier légitime et toute association légitime se livrant à un commerce ou à une entreprise, ou au développement de ce commerce ou de cette entreprise, ainsi que l'autorité administrative de tout pays ou État, de toute province, municipalité ou autre région administrative organisée. (*person*)

personne intéressée Sont assimilés à une personne intéressée le procureur général du Canada et quiconque est atteint ou a des motifs valables d'appréhender qu'il sera atteint par une inscription dans le registre, ou par tout acte ou omission, ou tout acte ou omission projeté, sous le régime ou à l'encontre de la présente loi. (*person interested*)

(b) a certification mark; (*marque de commerce*)

trade name means the name under which any business is carried on, whether or not it is the name of a corporation, a partnership or an individual; (*nom commercial*)

use, in relation to a trademark, means any use that by section 4 is deemed to be a use in association with goods or services; (*emploi* ou *usage*)

wares [Repealed, 2014, c. 32, s. 7]

WTO Agreement has the meaning given to the word *Agreement* by subsection 2(1) of the *World Trade Organization Agreement Implementation Act*; (*Accord sur l'OMC*)

WTO Member means a Member of the World Trade Organization established by Article I of the WTO Agreement. (*membre de l'OMC*)

R.S., 1985, c. T-13, s. 2; 1993, c. 15, s. 57; 1994, c. 47, s. 190; 2014, c. 20, ss. 319, 361(E), 362(E), 367, 369, c. 32, ss. 7, 53; 2017, c. 6, s. 60.

Reference to person

2.1 Unless the context requires otherwise, a reference to **person** in this Act, in relation to a trademark, includes two or more persons who, by agreement, do not have the right to use the trademark in Canada except on behalf of both or all of them.

2014, c. 20, s. 320.

When deemed to be adopted

3 A trademark is deemed to have been adopted by a person when that person or his predecessor in title commenced to use it in Canada or to make it known in Canada or, if that person or his predecessor had not previously so used it or made it known, when that person or his predecessor filed an application for its registration in Canada.

R.S., 1985, c. T-13, s. 3; 2014, c. 20, s. 361(E).

When deemed to be used

4 (1) A trademark is deemed to be used in association with goods if, at the time of the transfer of the property in or possession of the goods, in the normal course of trade, it is marked on the goods themselves or on the packages in which they are distributed or it is in any other manner so associated with the goods that notice of the association

prescrit Prescrit par les règlements ou sous leur régime. (*prescribed*)

propriétaire Relativement à une marque de certification, la personne qui a établi la norme définie. (*owner*)

registraire Le titulaire du poste de registraire des marques de commerce institué par le paragraphe 63(1). (*Registrar*)

registre Le registre tenu selon l'article 26. (*register*)

représentant pour signification [Abrogée, 2014, ch. 20, art. 319]

signe Vise notamment les mots, les noms de personne, les dessins, les lettres, les chiffres, les couleurs, les éléments figuratifs, les formes tridimensionnelles, les hologrammes, les images en mouvement, les façons d'emballer les produits, les sons, les odeurs, les goûts et les textures ainsi que la position de tout signe. (*sign*)

signe distinctif [Abrogée, 2014, ch. 20, art. 319]

usager inscrit [Abrogée, 1993, ch. 15, art. 57]

L.R. (1985), ch. T-13, art. 2; 1993, ch. 15, art. 57; 1994, ch. 47, art. 190; 2014, ch. 20, art. 319, 361(A), 362(A), 367 et 369, ch. 32, art. 7 et 53; 2017, ch. 6, art. 60.

Mention de personne

2.1 Sauf indication contraire du contexte, la mention de **personne** dans la présente loi vise, relativement à une marque de commerce, deux ou plusieurs personnes ayant conclu un accord leur interdisant, si ce n'est en leurs deux noms ou au nom de l'ensemble de ces personnes, selon le cas, d'employer la marque de commerce au Canada.

2014, ch. 20, art. 320.

Quand une marque de commerce est réputée adoptée

3 Une marque de commerce est réputée avoir été adoptée par une personne, lorsque cette personne ou son prédécesseur en titre a commencé à l'employer au Canada ou à l'y faire connaître, ou, si la personne ou le prédécesseur en question ne l'avait pas antérieurement ainsi employée ou fait connaître, lorsque l'un d'eux a produit une demande d'enregistrement de cette marque au Canada.

L.R. (1985), ch. T-13, art. 3; 2014, ch. 20, art. 361(A).

Quand une marque de commerce est réputée employée

4 (1) Une marque de commerce est réputée employée en liaison avec des produits si, lors du transfert de la propriété ou de la possession de ces produits, dans la pratique normale du commerce, elle est apposée sur les produits mêmes ou sur les emballages dans lesquels ces produits sont distribués, ou si elle est, de toute autre

is then given to the person to whom the property or possession is transferred.

Idem

(2) A trademark is deemed to be used in association with services if it is used or displayed in the performance or advertising of those services.

Use by export

(3) A trademark that is marked in Canada on goods or on the packages in which they are contained is, when the goods are exported from Canada, deemed to be used in Canada in association with those goods.

R.S., 1985, c. T-13, s. 4; 2014, c. 20, s. 361(E), c. 32, ss. 53, 54(F).

When deemed to be made known

5 A trademark is deemed to be made known in Canada by a person only if it is used by that person in a country of the Union, other than Canada, in association with goods or services, and

(a) the goods are distributed in association with it in Canada, or

(b) the goods or services are advertised in association with it in

(i) any printed publication circulated in Canada in the ordinary course of commerce among potential dealers in or users of the goods or services, or

(ii) radio broadcasts ordinarily received in Canada by potential dealers in or users of the goods or services,

and it has become well known in Canada by reason of the distribution or advertising.

R.S., 1985, c. T-13, s. 5; 2014, c. 20, s. 361(E), c. 32, s. 53.

When mark or name confusing

6 (1) For the purposes of this Act, a trademark or trade name is confusing with another trademark or trade name if the use of the first mentioned trademark or trade name would cause confusion with the last mentioned trademark or trade name in the manner and circumstances described in this section.

Confusion — trademark with other trademark

(2) The use of a trademark causes confusion with another trademark if the use of both trademarks in the same

manière, liée aux produits à tel point qu'avis de liaison est alors donné à la personne à qui la propriété ou possession est transférée.

Idem

(2) Une marque de commerce est réputée employée en liaison avec des services si elle est employée ou montrée dans l'exécution ou l'annonce de ces services.

Emploi pour exportation

(3) Une marque de commerce mise au Canada sur des produits ou sur les emballages qui les contiennent est réputée, quand ces produits sont exportés du Canada, être employée dans ce pays en liaison avec ces produits.

L.R. (1985), ch. T-13, art. 4; 2014, ch. 20, art. 361(A), ch. 32, art. 53 et 54(F).

Quand une marque de commerce est réputée révélée

5 Une personne est réputée faire connaître une marque de commerce au Canada seulement si elle l'emploie dans un pays de l'Union, autre que le Canada, en liaison avec des produits ou services, si, selon le cas :

a) ces produits sont distribués en liaison avec cette marque au Canada;

b) ces produits ou services sont annoncés en liaison avec cette marque :

(i) soit dans toute publication imprimée et mise en circulation au Canada dans la pratique ordinaire du commerce parmi les marchands ou usagers éventuels de ces produits ou services,

(ii) soit dans des émissions de radio ordinairement captées au Canada par des marchands ou usagers éventuels de ces produits ou services,

et si la marque est bien connue au Canada par suite de cette distribution ou annonce.

L.R. (1985), ch. T-13, art. 5; 2014, ch. 20, art. 361(A), ch. 32, art. 53.

Quand une marque ou un nom crée de la confusion

6 (1) Pour l'application de la présente loi, une marque de commerce ou un nom commercial crée de la confusion avec une autre marque de commerce ou un autre nom commercial si l'emploi de la marque de commerce ou du nom commercial en premier lieu mentionnés cause de la confusion avec la marque de commerce ou le nom commercial en dernier lieu mentionnés, de la manière et dans les circonstances décrites au présent article.

Marque de commerce créant de la confusion avec une autre

(2) L'emploi d'une marque de commerce crée de la confusion avec une autre marque de commerce lorsque

area would be likely to lead to the inference that the goods or services associated with those trademarks are manufactured, sold, leased, hired or performed by the same person, whether or not the goods or services are of the same general class or appear in the same class of the Nice Classification.

Confusion — trademark with trade name

(3) The use of a trademark causes confusion with a trade name if the use of both the trademark and trade name in the same area would be likely to lead to the inference that the goods or services associated with the trademark and those associated with the business carried on under the trade name are manufactured, sold, leased, hired or performed by the same person, whether or not the goods or services are of the same general class or appear in the same class of the Nice Classification.

Confusion — trade name with trademark

(4) The use of a trade name causes confusion with a trademark if the use of both the trade name and trademark in the same area would be likely to lead to the inference that the goods or services associated with the business carried on under the trade name and those associated with the trademark are manufactured, sold, leased, hired or performed by the same person, whether or not the goods or services are of the same general class or appear in the same class of the Nice Classification.

What to be considered

(5) In determining whether trademarks or trade names are confusing, the court or the Registrar, as the case may be, shall have regard to all the surrounding circumstances including

- (a)** the inherent distinctiveness of the trademarks or trade names and the extent to which they have become known;
- (b)** the length of time the trademarks or trade names have been in use;
- (c)** the nature of the goods, services or business;
- (d)** the nature of the trade; and

l'emploi des deux marques de commerce dans la même région serait susceptible de faire conclure que les produits liés à ces marques de commerce sont fabriqués, vendus, donnés à bail ou loués, ou que les services liés à ces marques sont loués ou exécutés, par la même personne, que ces produits ou services soient ou non de la même catégorie générale ou figurent ou non dans la même classe de la classification de Nice.

Marque de commerce créant de la confusion avec un nom commercial

(3) L'emploi d'une marque de commerce crée de la confusion avec un nom commercial lorsque l'emploi des deux dans la même région serait susceptible de faire conclure que les produits liés à cette marque et les produits liés à l'entreprise poursuivie sous ce nom sont fabriqués, vendus, donnés à bail ou loués, ou que les services liés à cette marque et les services liés à l'entreprise poursuivie sous ce nom sont loués ou exécutés, par la même personne, que ces produits ou services soient ou non de la même catégorie générale ou figurent ou non dans la même classe de la classification de Nice.

Nom commercial créant de la confusion avec une marque de commerce

(4) L'emploi d'un nom commercial crée de la confusion avec une marque de commerce lorsque l'emploi des deux dans la même région serait susceptible de faire conclure que les produits liés à l'entreprise poursuivie sous ce nom et les produits liés à cette marque sont fabriqués, vendus, donnés à bail ou loués, ou que les services liés à l'entreprise poursuivie sous ce nom et les services liés à cette marque sont loués ou exécutés, par la même personne, que ces produits ou services soient ou non de la même catégorie générale ou figurent ou non dans la même classe de la classification de Nice.

Éléments d'appréciation

(5) En décidant si des marques de commerce ou des noms commerciaux créent de la confusion, le tribunal ou le registraire, selon le cas, tient compte de toutes les circonstances de l'espèce, y compris :

- a)** le caractère distinctif inhérent des marques de commerce ou noms commerciaux, et la mesure dans laquelle ils sont devenus connus;
- b)** la période pendant laquelle les marques de commerce ou noms commerciaux ont été en usage;
- c)** le genre de produits, services ou entreprises;
- d)** la nature du commerce;
- e)** le degré de ressemblance entre les marques de commerce ou les noms commerciaux, notamment

(e) the degree of resemblance between the trademarks or trade names, including in appearance or sound or in the ideas suggested by them.

R.S., 1985, c. T-13, s. 6; 2014, c. 20, ss. 321, 361(E), 362(E), c. 32, s. 53.

Unfair Competition and Prohibited Signs

Prohibitions

7 No person shall

(a) make a false or misleading statement tending to discredit the business, goods or services of a competitor;

(b) direct public attention to his goods, services or business in such a way as to cause or be likely to cause confusion in Canada, at the time he commenced so to direct attention to them, between his goods, services or business and the goods, services or business of another;

(c) pass off other goods or services as and for those ordered or requested; or

(d) make use, in association with goods or services, of any description that is false in a material respect and likely to mislead the public as to

(i) the character, quality, quantity or composition,

(ii) the geographical origin, or

(iii) the mode of the manufacture, production or performance

of the goods or services.

(e) [Repealed, 2014, c. 32, s. 10]

R.S., 1985, c. T-13, s. 7; 2014, c. 32, ss. 10, 53, 56(F).

Warranty of lawful use

8 Every person who in the course of trade transfers the property in or the possession of any goods bearing, or in packages bearing, any trademark or trade name shall, unless before the transfer he otherwise expressly states in writing, be deemed to warrant, to the person to whom the property or possession is transferred, that the trademark or trade name has been and may be lawfully used in connection with the goods.

R.S., 1985, c. T-13, s. 8; 2014, c. 20, ss. 361(E), 362(E), c. 32, ss. 53, 54(F).

dans la présentation ou le son, ou dans les idées qu'ils suggèrent.

L.R. (1985), ch. T-13, art. 6; 2014, ch. 20, art. 321, 361(A) et 362(A), ch. 32, art. 53.

Concurrence déloyale et signes interdits

Interdictions

7 Nul ne peut :

a) faire une déclaration fausse ou trompeuse tendant à discréditer l'entreprise, les produits ou les services d'un concurrent;

b) appeler l'attention du public sur ses produits, ses services ou son entreprise de manière à causer ou à vraisemblablement causer de la confusion au Canada, lorsqu'il a commencé à y appeler ainsi l'attention, entre ses produits, ses services ou son entreprise et ceux d'un autre;

c) faire passer d'autres produits ou services pour ceux qui sont commandés ou demandés;

d) employer, en liaison avec des produits ou services, une désignation qui est fausse sous un rapport essentiel et de nature à tromper le public en ce qui regarde :

(i) soit leurs caractéristiques, leur qualité, quantité ou composition,

(ii) soit leur origine géographique,

(iii) soit leur mode de fabrication, de production ou d'exécution.

e) [Abrogé, 2014, ch. 32, art. 10]

L.R. (1985), ch. T-13, art. 7; 2014, ch. 32, art. 10, 53 et 56(F).

Garantie de l'emploi licite

8 Quiconque, dans la pratique du commerce, transfère la propriété ou la possession de produits portant une marque de commerce ou un nom commercial, ou d'emballages portant une telle marque ou un tel nom, est censé, à moins d'avoir, par écrit, expressément déclaré le contraire avant le transfert, garantir à la personne à qui la propriété ou la possession est transférée que cette marque de commerce ou ce nom commercial a été et peut être licitement employé à l'égard de ces produits.

L.R. (1985), ch. T-13, art. 8; 2014, ch. 20, art. 361(A) et 362(A), ch. 32, art. 53 et 54(F).

Prohibited marks

9 (1) No person shall adopt in connection with a business, as a trademark or otherwise, any mark consisting of, or so nearly resembling as to be likely to be mistaken for,

- (a) the Royal Arms, Crest or Standard;
- (b) the arms or crest of any member of the Royal Family;
- (c) the standard, arms or crest of His Excellency the Governor General;
- (d) any word or symbol likely to lead to the belief that the goods or services in association with which it is used have received, or are produced, sold or performed under, royal, vice-regal or governmental patronage, approval or authority;
- (e) the arms, crest or flag adopted and used at any time by Canada or by any province or municipal corporation in Canada in respect of which the Registrar has, at the request of the Government of Canada or of the province or municipal corporation concerned, given public notice of its adoption and use;
- (f) the emblem of the Red Cross on a white ground, formed by reversing the federal colours of Switzerland and retained by the Geneva Convention for the Protection of War Victims of 1949 as the emblem and distinctive sign of the Medical Service of armed forces and used by the Canadian Red Cross Society, or the expression “Red Cross” or “Geneva Cross”;
- (g) the emblem of the Red Crescent on a white ground adopted for the same purpose as specified in paragraph (f);
- (g.1) the third Protocol emblem — commonly known as the “Red Crystal” — referred to in Article 2, paragraph 2 of Schedule VII to the *Geneva Conventions Act* and composed of a red frame in the shape of a square on edge on a white ground, adopted for the same purpose as specified in paragraph (f);
- (h) the equivalent sign of the Red Lion and Sun used by Iran for the same purpose as specified in paragraph (f);
- (h.1) the international distinctive sign of civil defence (equilateral blue triangle on an orange ground) referred to in Article 66, paragraph 4 of Schedule V to the *Geneva Conventions Act*;
- (i) any territorial or civic flag or any national, territorial or civic arms, crest or emblem, of a country of the

Marques interdites

9 (1) Nul ne peut adopter à l'égard d'une entreprise, comme marque de commerce ou autrement, une marque composée de ce qui suit, ou dont la ressemblance est telle qu'on pourrait vraisemblablement la confondre avec ce qui suit :

- a) les armoiries, l'écusson ou le drapeau de Sa Majesté;
- b) les armoiries ou l'écusson d'un membre de la famille royale;
- c) le drapeau, les armoiries ou l'écusson de Son Excellence le gouverneur général;
- d) un mot ou symbole susceptible de porter à croire que les produits ou services en liaison avec lesquels il est employé ont reçu l'approbation royale, vice-royale ou gouvernementale, ou que leur production, leur vente ou leur exécution a lieu sous le patronage ou sur l'autorité royale, vice-royale ou gouvernementale;
- e) les armoiries, l'écusson ou le drapeau adoptés et employés à toute époque par le Canada ou par une province ou municipalité au Canada, à l'égard desquels le registraire, sur la demande du gouvernement du Canada ou de la province ou municipalité intéressée, a notifié au public leur adoption et leur emploi;
- f) l'emblème de la Croix-Rouge sur fond blanc, formé en transposant les couleurs fédérales de la Suisse et retenu par la Convention de Genève pour la protection des victimes de guerre de 1949 comme emblème et signe distinctif du service médical des forces armées, et employé par la Société de la Croix-Rouge Canadienne, ou l'expression « Croix-Rouge » ou « Croix de Genève »;
- g) l'emblème du Croissant rouge sur fond blanc adopté aux mêmes fins que celles mentionnées à l'alinéa f);
- g.1) l'emblème du troisième Protocole — communément appelé « cristal rouge » — visé au paragraphe 2 de l'article 2 de l'annexe VII de la *Loi sur les conventions de Genève*, composé d'un cadre rouge, ayant la forme d'un carré posé sur la pointe, sur fond blanc, adopté aux mêmes fins que celles mentionnées à l'alinéa f);
- h) le signe équivalent des Lion et Soleil rouges employés par l'Iran aux mêmes fins que celles mentionnées à l'alinéa f);
- h.1) le signe distinctif international de la protection civile — triangle équilatéral bleu sur fond orange —

Union, if the flag, arms, crest or emblem is on a list communicated under article 6^{ter} of the Convention or pursuant to the obligations under the Agreement on Trade-related Aspects of Intellectual Property Rights set out in Annex 1C to the WTO Agreement stemming from that article, and the Registrar gives public notice of the communication;

(i.1) any official sign or hallmark indicating control or warranty adopted by a country of the Union, if the sign or hallmark is on a list communicated under article 6^{ter} of the Convention or pursuant to the obligations under the Agreement on Trade-related Aspects of Intellectual Property Rights set out in Annex 1C to the WTO Agreement stemming from that article, and the Registrar gives public notice of the communication;

(i.2) any national flag of a country of the Union;

(i.3) any armorial bearing, flag or other emblem, or the name or any abbreviation of the name, of an international intergovernmental organization, if the armorial bearing, flag, emblem, name or abbreviation is on a list communicated under article 6^{ter} of the Convention or pursuant to the obligations under the Agreement on Trade-related Aspects of Intellectual Property Rights set out in Annex 1C to the WTO Agreement stemming from that article, and the Registrar gives public notice of the communication;

(j) any scandalous, obscene or immoral word or device;

(k) any matter that may falsely suggest a connection with any living individual;

(l) the portrait or signature of any individual who is living or has died within the preceding thirty years;

(m) the words “United Nations” or the official seal or emblem of the United Nations;

(n) any badge, crest, emblem or mark

(i) adopted or used by any of Her Majesty’s Forces as defined in the *National Defence Act*,

(ii) of any university, or

(iii) adopted and used by any public authority, in Canada as an official mark for goods or services,

in respect of which the Registrar has, at the request of Her Majesty or of the university or public authority, as the case may be, given public notice of its adoption and use;

visé au paragraphe 4 de l’article 66 de l’annexe V de la *Loi sur les conventions de Genève*;

i) les drapeaux territoriaux ou civiques ou les armoiries, écussons ou emblèmes nationaux, territoriaux ou civiques, d’un pays de l’Union, qui figurent sur une liste communiquée conformément à l’article 6^{ter} de la Convention ou en vertu des obligations prévues à l’Accord sur les aspects des droits de propriété intellectuelle qui touchent au commerce figurant à l’annexe 1C de l’Accord sur l’OMC et découlant de cet article, pourvu que la communication ait fait l’objet d’un avis public du registraire;

i.1) tout signe ou poinçon officiel de contrôle et garantie qui a été adopté par un pays de l’Union, qui figure sur une liste communiquée conformément à l’article 6^{ter} de la Convention ou en vertu des obligations prévues à l’Accord sur les aspects des droits de propriété intellectuelle qui touchent au commerce figurant à l’annexe 1C de l’Accord sur l’OMC et découlant de cet article, pourvu que la communication ait fait l’objet d’un avis public du registraire;

i.2) tout drapeau national d’un pays de l’Union;

i.3) les armoiries, les drapeaux ou autres emblèmes d’une organisation intergouvernementale internationale ainsi que sa dénomination et son sigle, qui figurent sur une liste communiquée conformément à l’article 6^{ter} de la Convention ou en vertu des obligations prévues à l’Accord sur les aspects des droits de propriété intellectuelle qui touchent au commerce figurant à l’annexe 1C de l’Accord sur l’OMC et découlant de cet article, pourvu que la communication ait fait l’objet d’un avis public du registraire;

j) une devise ou un mot scandaleux, obscène ou immoral;

k) toute matière qui peut faussement suggérer un rapport avec un particulier vivant;

l) le portrait ou la signature d’un particulier vivant ou qui est décédé dans les trente années précédentes;

m) les mots « Nations Unies », ou le sceau ou l’emblème officiel des Nations Unies;

n) tout insigne, écusson, marque ou emblème :

(i) adopté ou employé par l’une des forces de Sa Majesté telles que les définit la *Loi sur la défense nationale*,

(ii) d’une université,

(n.1) any armorial bearings granted, recorded or approved for use by a recipient pursuant to the prerogative powers of Her Majesty as exercised by the Governor General in respect of the granting of armorial bearings, if the Registrar has, at the request of the Governor General, given public notice of the grant, recording or approval; or

(o) the name “Royal Canadian Mounted Police” or “R.C.M.P.” or any other combination of letters relating to the Royal Canadian Mounted Police, or any pictorial representation of a uniformed member thereof.

Excepted uses

(2) Nothing in this section prevents the adoption, use or registration as a trademark or otherwise, in connection with a business, of any mark

(a) described in subsection (1) with the consent of Her Majesty or such other person, society, authority or organization as may be considered to have been intended to be protected by this section; or

(b) consisting of, or so nearly resembling as to be likely to be mistaken for

(i) an official sign or hallmark mentioned in paragraph (1)(i.1), except in respect of goods that are the same or similar to the goods in respect of which the official sign or hallmark has been adopted, or

(ii) an armorial bearing, flag, emblem, name or abbreviation mentioned in paragraph (1)(i.3), unless the use of the mark is likely to mislead the public as to a connection between the user and the organization.

R.S., 1985, c. T-13, s. 9; 1990, c. 14, s. 8; 1993, c. 15, s. 58; 1994, c. 47, s. 191; 1999, c. 31, s. 209(F); 2007, c. 26, s. 6; 2014, c. 20, ss. 323, 361(E), c. 32, ss. 11, 53, 56(F).

Further prohibitions

10 If any sign or combination of signs has by ordinary and *bona fide* commercial usage become recognized in Canada as designating the kind, quality, quantity, destination, value, place of origin or date of production of any goods or services, no person shall adopt it as a trademark

(iii) adopté et employé par une autorité publique au Canada comme marque officielle pour des produits ou services,

à l'égard duquel le registraire, sur la demande de Sa Majesté ou de l'université ou autorité publique, selon le cas, a donné un avis public d'adoption et emploi;

n.1) les armoiries octroyées, enregistrées ou agréées pour l'emploi par un récipiendaire au titre des pouvoirs de prérogative de Sa Majesté exercés par le gouverneur général relativement à celles-ci, à la condition que le registraire ait, à la demande du gouverneur général, donné un avis public en ce sens;

o) le nom « Gendarmerie royale du Canada » ou « G.R.C. », ou toute autre combinaison de lettres se rattachant à la Gendarmerie royale du Canada, ou toute représentation illustrée d'un membre de ce corps en uniforme.

Exception

(2) Le présent article n'a pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement, comme marque de commerce ou autrement, quant à une entreprise, d'une marque :

a) visée au paragraphe (1), à la condition qu'ait été obtenu, selon le cas, le consentement de Sa Majesté ou de telle autre personne, société, autorité ou organisation que le présent article est censé avoir voulu protéger;

b) composée de ce qui suit, ou dont la ressemblance est telle qu'on pourrait vraisemblablement la confondre avec ce qui suit :

(i) tout signe ou poinçon visé à l'alinéa (1)i.1), sauf à l'égard de produits identiques ou de produits semblables à ceux à l'égard desquels ce signe ou poinçon a été adopté,

(ii) les armoiries, drapeaux, emblèmes, dénominations et sigles visés à l'alinéa (1)i.3), sauf si l'emploi de la marque est susceptible d'induire en erreur le public quant au lien qu'il y aurait entre l'utilisateur de la marque et l'organisation visée à cet alinéa.

L.R. (1985), ch. T-13, art. 9; 1990, ch. 14, art. 8; 1993, ch. 15, art. 58; 1994, ch. 47, art. 191; 1999, ch. 31, art. 209(F); 2007, ch. 26, art. 6; 2014, ch. 20, art. 323 et 361(A), ch. 32, art. 11, 53 et 56(F).

Autres interdictions

10 Si un signe ou une combinaison de signes, en raison d'une pratique commerciale ordinaire et authentique, devient reconnu au Canada comme désignant le genre, la qualité, la quantité, la destination, la valeur, la date de production ou le lieu d'origine de produits ou services,

in association with the goods or services or others of the same general class or use it in a way likely to mislead, nor shall any person so adopt or so use any sign or combination of signs so nearly resembling that sign or combination as to be likely to be mistaken for it.

R.S., 1985, c. T-13, s. 10; 2014, c. 20, s. 324, c. 32, s. 53.

Further prohibitions

10.1 Where a denomination must, under the *Plant Breeders' Rights Act*, be used to designate a plant variety, no person shall adopt it as a trademark in association with the plant variety or another plant variety of the same species or use it in a way likely to mislead, nor shall any person so adopt or so use any mark so nearly resembling that denomination as to be likely to be mistaken therefor.

1990, c. 20, s. 79; 2014, c. 20, s. 361(E).

Further prohibitions

11 No person shall use in connection with a business, as a trademark or otherwise, any sign or combination of signs adopted contrary to section 9 or 10.

R.S., 1985, c. T-13, s. 11; 2014, c. 20, s. 325.

Further prohibitions

11.1 No person shall use in connection with a business, as a trademark or otherwise, any denomination adopted contrary to section 10.1.

1990, c. 20, s. 80; 2014, c. 20, s. 361(E), c. 32, s. 56(F).

Geographical Indications

Definitions

11.11 (1) The following definitions apply in this section and in sections 11.12 to 11.24.

Minister means the Minister designated under subsection (2). (*ministre*)

responsible authority means, in relation to a wine or spirit, or an agricultural product or food of a category set out in the schedule, the person, firm or other entity that, in the Minister's opinion, is, by reason of state or commercial interest, sufficiently connected with and knowledgeable about that wine or spirit or that agricultural product or food to be a party to any proceedings under this Act. (*autorité compétente*)

nul ne peut l'adopter comme marque de commerce en liaison avec ces produits ou services ou d'autres de la même catégorie générale, ou l'employer d'une manière susceptible d'induire en erreur, et nul ne peut ainsi adopter ou employer un signe ou une combinaison de signes dont la ressemblance avec le signe ou la combinaison de signes en question est telle qu'on pourrait vraisemblablement les confondre.

L.R. (1985), ch. T-13, art. 10; 2014, ch. 20, art. 324, ch. 32, art. 53.

Idem

10.1 Dans les cas où une dénomination est, au titre de la *Loi sur la protection des obtentions végétales*, à utiliser pour désigner une variété végétale, nul ne peut adopter la dénomination comme marque de commerce relativement à cette variété ou à une variété de la même espèce, ni l'utiliser d'une manière susceptible d'induire en erreur, ni adopter, ou utiliser ainsi, une marque dont la ressemblance avec la dénomination est telle qu'on pourrait vraisemblablement les confondre.

1990, ch. 20, art. 79; 2014, ch. 20, art. 361(A).

Autres interdictions

11 Nul ne peut employer relativement à une entreprise, comme marque de commerce ou autrement, un signe ou une combinaison de signes adopté contrairement aux articles 9 ou 10.

L.R. (1985), ch. T-13, art. 11; 2014, ch. 20, art. 325.

Idem

11.1 Nul ne peut employer en relation avec une entreprise une dénomination adoptée contrairement à l'article 10.1.

1990, ch. 20, art. 80; 2014, ch. 20, art. 361(A), ch. 32, art. 56(F).

Indications géographiques

Définitions

11.11 (1) Les définitions qui suivent s'appliquent au présent article et aux articles 11.12 à 11.24.

autorité compétente Dans le cas d'un vin ou spiritueux ou d'un produit agricole ou aliment d'une catégorie figurant à l'annexe, la personne, firme ou autre entité qui, de l'avis du ministre, a, du fait d'intérêts commerciaux ou étatiques, des connaissances et des liens suffisants à leur égard pour être partie à une procédure visée par la présente loi. (*responsible authority*)

ministre Le ministre désigné en vertu du paragraphe (2). (*Minister*)

Designation of Minister

(2) The Governor in Council may, by order, designate any federal minister to be the Minister for the purposes of this section and sections 11.12 to 11.24.

When indication confusing with trademark

(3) For the purposes of sections 11.13 and 11.21, an indication identifying an agricultural product or food is confusing with a trademark if the use of both the indication and the trademark in the same area would be likely to lead to the inference that the agricultural product or food associated with the indication originates from the same source as the goods or services associated with the trademark.

What to be considered

(4) For the purposes of sections 11.13 and 11.21, in determining whether an indication is confusing with a trademark, the Registrar or the Federal Court, as the case may be, shall have regard to all the surrounding circumstances, including

- (a) the length of time that the indication has been used to identify the agricultural product or food with which it is associated as originating in the territory, or the region or locality of a territory, and the extent to which it has become known;
- (b) the degree of resemblance between the indication and the trademark, including in appearance or sound or in the ideas suggested by them; and
- (c) with respect to the trademark,
 - (i) its inherent distinctiveness and the extent to which it has become known,
 - (ii) the length of time that it has been in use, and
 - (iii) the nature of the goods, services or business that is associated with it.

1994, c. 47, s. 192; 2014, c. 20, s. 361(E); 2017, c. 6, s. 61.

List

11.12 (1) There shall be kept under the supervision of the Registrar a list of geographical indications and, in the case of geographical indications identifying an agricultural product or food, translations of those indications.

Statement of Minister — indication

(2) If a statement by the Minister in respect of an indication is published on the website of the Canadian Intellectual Property Office setting out the information mentioned in subsection (3), the Registrar shall enter the

Désignation d'un ministre

(2) Le gouverneur en conseil peut, par décret, désigner le ministre fédéral visé par le terme « ministre » figurant au présent article et aux articles 11.12 à 11.24.

Confusion : marque de commerce

(3) Pour l'application des articles 11.13 et 11.21, une indication désignant un produit agricole ou aliment crée de la confusion avec une marque de commerce lorsque l'emploi des deux dans la même région serait susceptible de faire conclure que le produit désigné par l'indication est issu de la même source que les produits et services visés par la marque de commerce.

Circonstances à considérer

(4) Pour l'application des articles 11.13 et 11.21, le registraire ou la Cour fédérale tient compte de toutes les circonstances de l'espèce pour décider si une indication crée de la confusion avec une marque de commerce, notamment :

- a) la période pendant laquelle l'indication a été en usage pour désigner le produit agricole ou l'aliment avec lequel elle est liée comme étant originaire d'un lieu — territoire, ou région ou localité d'un territoire —, et la mesure dans laquelle l'indication est devenue connue;
- b) le degré de ressemblance entre l'indication et la marque de commerce, notamment dans la présentation ou le son, ou dans les idées qu'elles suggèrent;
- c) relativement à la marque de commerce :
 - (i) son caractère distinctif inhérent et la mesure dans laquelle elle est devenue connue,
 - (ii) la période pendant laquelle elle a été en usage,
 - (iii) le genre de produits, services ou entreprises qui y est associé.

1994, ch. 47, art. 192; 2014, ch. 20, art. 361(A); 2017, ch. 6, art. 61.

Liste

11.12 (1) La liste des indications géographiques et, dans le cas d'indications géographiques désignant un produit agricole ou aliment, des traductions de ces indications, est tenue sous la surveillance du registraire.

Énoncé d'intention : indication

(2) Si le ministre fait publier sur le site Web de l'Office de la propriété intellectuelle du Canada un énoncé d'intention visant une indication et donnant les renseignements prévus au paragraphe (3), le registraire inscrit sur

indication, and any translation of the indication set out in the statement, on the list if

- (a) no statement of objection has been filed and served on the responsible authority in accordance with subsection 11.13(1) and the time for the filing of a statement of objection has expired; or
- (b) a statement of objection has been so filed and served, but it has been withdrawn or deemed under subsection 11.13(6) to have been withdrawn or it has been rejected under subsection 11.13(7) or, if an appeal is taken, it is rejected in the final judgment given in the appeal.

Statement of Minister — translation

(2.1) If a statement by the Minister is published on the website of the Canadian Intellectual Property Office setting out the information mentioned in subsection (3.1) in respect of a translation of an indication on the list that identifies an agricultural product or food, the Registrar shall enter the translation on the list if

- (a) no statement of objection has been filed and served on the responsible authority in accordance with subsection 11.13(1) and the time for the filing of the statement of objection has expired; or
- (b) a statement of objection has been so filed and served, but it has been withdrawn or deemed under subsection 11.13(6) to have been withdrawn or it has been rejected under subsection 11.13(7) or, if an appeal is taken, it is rejected in the final judgment given in the appeal.

Information — indication

(3) For the purposes of subsection (2), the statement by the Minister must set out all of the following information:

- (a) that the Minister proposes that the indication and, if applicable, a translation of the indication, in the case of an indication that identifies an agricultural product or food, be entered on the list;
- (b) in the case of an indication that identifies a wine or spirit, that the indication identifies a wine or that the indication identifies a spirit;
- (b.1) in the case of an indication that identifies an agricultural product or food, the common name of the agricultural product or food and the category set out in the schedule to which it belongs;

la liste l'indication et toute traduction de celle-ci figurant dans l'énoncé si :

- a) aucune déclaration d'opposition n'a été déposée ni signifiée à l'autorité compétente dans le délai imparti par le paragraphe 11.13(1);
- b) la déclaration d'opposition, bien que présentée et signifiée, a été retirée — ou est réputée l'avoir été en application du paragraphe 11.13(6) —, a été rejetée en vertu du paragraphe 11.13(7) ou, en cas d'appel, a été rejetée par un jugement définitif sur la question.

Énoncé d'intention : traduction d'une indication

(2.1) Si le ministre fait publier sur le site Web de l'Office de la propriété intellectuelle du Canada un énoncé d'intention donnant les renseignements prévus au paragraphe (3.1) à l'égard d'une traduction d'une indication qui figure sur la liste et qui désigne un produit agricole ou aliment, le registraire inscrit sur la liste la traduction si :

- a) aucune déclaration d'opposition n'a été déposée ni signifiée à l'autorité compétente dans le délai imparti par le paragraphe 11.13(1);
- b) la déclaration d'opposition, bien que présentée et signifiée, a été retirée — ou est réputée l'avoir été en application du paragraphe 11.13(6) —, a été rejetée en vertu du paragraphe 11.13(7) ou, en cas d'appel, a été rejetée par un jugement définitif sur la question.

Renseignements : énoncé visant une indication

(3) Pour l'application du paragraphe (2), l'énoncé d'intention comprend les renseignements suivants :

- a) l'intention du ministre de faire inscrire l'indication sur la liste et, le cas échéant, une traduction de cette indication dans le cas d'un produit agricole ou aliment;
- b) dans le cas d'une indication désignant un vin ou un spiritueux, la nature — vin ou spiritueux — du produit désigné;
- b.1) dans le cas d'une indication désignant un produit agricole ou aliment, le nom commun du produit désigné et la catégorie figurant à l'annexe à laquelle il appartient;
- c) le lieu d'origine — territoire, ou région ou localité d'un territoire — du produit désigné;

(c) the territory, or the region or locality of a territory, in which the wine or spirit or the agricultural product or food is identified as originating;

(d) the name of the responsible authority in relation to the wine or spirit or the agricultural product or food and the address of the responsible authority's principal office or place of business in Canada or, if the responsible authority has no office or place of business in Canada, the name and address in Canada of a person or firm on whom any document may be served with the same effect as if it had been served on the responsible authority itself;

(e) the quality, reputation or other characteristic of the wine or spirit or the agricultural product or food that, in the Minister's opinion, qualifies that indication as a geographical indication;

(f) that, except in the case of an indication identifying a wine or spirit or an agricultural product or food as originating in Canada, the indication is protected by the law applicable to the territory in which the wine or spirit or the agricultural product or food is identified as originating, as well as particulars of the protection.

Information — translation

(3.1) For the purposes of subsection (2.1), the statement by the Minister must set out all of the following information:

(a) that the Minister proposes that the translation be entered on the list;

(b) the indication on the list that corresponds to the translation;

(c) the common name of the agricultural product or food that the indication identifies and the category set out in the schedule to which it belongs;

(d) the name of the responsible authority in relation to the agricultural product or food and the address of the responsible authority's principal office or place of business in Canada or, if the responsible authority has no office or place of business in Canada, the name and address in Canada of a person or firm on whom any document may be served with the same effect as if it had been served on the responsible authority itself.

Removal from list

(4) The Registrar shall remove an indication or any translation of an indication from the list

(a) on the publication of a statement by the Minister on the website of the Canadian Intellectual Property

d) le nom de l'autorité compétente à l'égard du produit désigné et l'adresse de son siège ou de son établissement au Canada ou, à défaut, les nom et adresse au Canada d'une personne ou firme à qui des documents peuvent être signifiés pour valoir signification à l'autorité compétente elle-même;

e) la qualité, la réputation ou une autre caractéristique du produit désigné qui, de l'avis du ministre, justifie de faire de l'indication une indication géographique;

f) le fait que, sauf si l'indication désigne un vin ou spiritueux ou un produit agricole ou aliment dont le lieu d'origine est le Canada, l'indication est protégée par le droit applicable au territoire d'origine du produit désigné, ainsi que des détails relatifs à cette protection.

Renseignements : énoncé visant une traduction

(3.1) Pour l'application du paragraphe (2.1), l'énoncé d'intention comprend les renseignements suivants :

a) l'intention du ministre de faire inscrire la traduction sur la liste;

b) l'indication, figurant sur la liste, rendue par cette traduction;

c) le nom commun du produit agricole ou aliment désigné par l'indication et la catégorie figurant à l'annexe à laquelle il appartient;

d) le nom de l'autorité compétente à l'égard du produit agricole ou aliment et l'adresse de son siège ou de son établissement au Canada ou, à défaut, les nom et adresse au Canada d'une personne ou firme à qui des documents peuvent être signifiés pour valoir signification à l'autorité compétente elle-même.

Suppression de la liste

(4) Le registraire supprime de la liste toute inscription relative à une indication ou toute traduction d'une indication :

Office specifying that the indication or the translation is to be removed; or

(b) if the Federal Court makes an order under subsection 11.21(1) for the removal of the indication or the translation.

Obvious error

(5) The Registrar may, within six months after the day on which an indication or a translation of an indication is entered on the list, correct any error in that entry that is obvious from the documents relating to the indication or the translation in question that are, at the time that the entry is made, on file in the Registrar's office.

Evidence of entry

(6) A copy of any entry on the list purporting to be certified to be true by the Registrar is evidence of the facts set out in it.

Evidence of statement

(7) Evidence of a statement by the Minister may be given by the production of a copy of the statement purporting to be certified to be true by the Registrar.

Certified copies

(8) The Registrar shall, on request and on payment of the prescribed fee, furnish a copy certified by the Registrar of any entry on the list or of any statement by the Minister.

1994, c. 47, s. 192; 2017, c. 6, s. 61.

Statement of objection

11.13 (1) Within two months after the publication of a statement referred to in subsection 11.12(2) or (2.1), any person interested may, on payment of the prescribed fee, file with the Registrar, and serve on the responsible authority in the prescribed manner, a statement of objection.

Grounds — indication

(2) A statement of objection with respect to an indication may be based on any of the following grounds:

(a) that, when the statement by the Minister is published, the indication is not a geographical indication;

(b) that, when the statement by the Minister is published, the indication is identical to a term customary in common language in Canada as the common name for the wine or spirit or the agricultural product or food;

a) sur publication par le ministre d'un énoncé d'intention à cet effet sur le site Web de l'Office de la propriété intellectuelle du Canada;

b) si la Cour fédérale en ordonne la suppression au titre du paragraphe 11.21(1).

Erreur évidente

(5) Dans les six mois suivant une inscription sur la liste, le registraire peut corriger toute erreur dans cette inscription qui ressort de façon évidente à la lecture du dossier du registraire, dans sa version au moment de l'inscription, à l'égard de l'indication ou de la traduction en cause.

Preuve : inscription

(6) La copie de toute inscription sur la liste, donnée comme étant certifiée conforme par le registraire, fait foi des faits y énoncés.

Preuve : énoncé d'intention

(7) La preuve d'un énoncé d'intention peut être fournie par la production d'une copie de l'énoncé, donnée comme étant certifiée conforme par le registraire.

Copies certifiées

(8) Le registraire fournit, sur demande et sur paiement du droit prescrit à cet égard, une copie, certifiée par lui, de toute inscription sur la liste ou de tout énoncé d'intention.

1994, ch. 47, art. 192; 2017, ch. 6, art. 61.

Déclaration d'opposition

11.13 (1) Toute personne intéressée peut, dans les deux mois suivant la publication de l'énoncé d'intention visé aux paragraphes 11.12(2) ou (2.1), et sur paiement du droit prescrit, produire auprès du registraire et signifier à l'autorité compétente de la manière prescrite, une déclaration d'opposition.

Motifs : indication

(2) Les motifs ci-après peuvent être invoqués à l'appui de l'opposition visant une indication :

a) lors de la publication de l'énoncé d'intention, l'indication n'est pas une indication géographique;

b) lors de la publication de l'énoncé d'intention, l'indication est identique au terme usuel employé dans le langage courant au Canada comme nom commun du vin ou spiritueux ou du produit agricole ou aliment;

c) sauf dans le cas où l'indication désigne un vin ou spiritueux ou un produit agricole ou aliment dont le

(c) that, except in the case of an indication identifying a wine or spirit or an agricultural product or food as originating in Canada, when the statement by the Minister is published, the indication is not protected by the law applicable to the territory in which the wine or spirit or the agricultural product or food is identified as originating;

(d) in the case of an indication identifying an agricultural product or food, that, when the statement by the Minister is published, the indication is confusing with

- (i)** a registered trademark,
- (ii)** a trademark that was previously used in Canada and that has not been abandoned, or
- (iii)** a trademark in respect of which an application for registration was previously filed in Canada and remains pending.

Grounds — translation

(2.1) A statement of objection with respect to a translation may be based on any of the following grounds:

- (a)** that, when the statement by the Minister is published, the translation is not a faithful translation of the indication;
- (b)** that, when the statement by the Minister is published, the translation is identical to a term customary in common language in Canada as the common name for the agricultural product or food;
- (c)** that, when the statement by the Minister is published, the translation is confusing with
 - (i)** a registered trademark,
 - (ii)** a trademark that was previously used in Canada and that has not been abandoned, or
 - (iii)** a trademark in respect of which an application for registration was previously filed in Canada and remains pending.

Content

(3) A statement of objection shall set out

- (a)** each ground of objection in sufficient detail to enable the responsible authority to reply to it; and
- (b)** the address of the objector's principal office or place of business in Canada, if any, and if the objector has no office or place of business in Canada, the address of the principal office or place of business

lieu d'origine est le Canada, lors de la publication de l'énoncé d'intention, l'indication n'est pas protégée par le droit applicable au territoire d'origine du produit désigné;

d) dans le cas d'une indication désignant un produit agricole ou aliment, lors de la publication par le ministre de l'énoncé d'intention, l'indication crée de la confusion avec :

- (i)** une marque de commerce déposée,
- (ii)** une marque de commerce employée antérieurement au Canada qui n'a pas été abandonnée,
- (iii)** une marque de commerce à l'égard de laquelle une demande d'enregistrement a été antérieurement produite au Canada et est pendante.

Motifs : traduction

(2.1) Les motifs ci-après peuvent être invoqués à l'appui de l'opposition visant une traduction :

- a)** lors de la publication de l'énoncé d'intention, la traduction n'est pas fidèle à l'indication;
- b)** lors de la publication de l'énoncé d'intention, la traduction est identique au terme usuel employé dans le langage courant au Canada comme nom commun du produit agricole ou aliment;
- c)** lors de la publication de l'énoncé d'intention, la traduction crée de la confusion avec :
 - (i)** une marque de commerce déposée,
 - (ii)** une marque de commerce employée antérieurement au Canada qui n'a pas été abandonnée,
 - (iii)** une marque de commerce à l'égard de laquelle une demande d'enregistrement a été antérieurement produite au Canada et est pendante.

Teneur

(3) La déclaration d'opposition indique :

- a)** les motifs de l'opposition, avec détails suffisants pour permettre à l'autorité compétente d'y répondre;
- b)** l'adresse du siège ou de l'établissement de l'opposant au Canada, le cas échéant, ou, à défaut, l'adresse de son siège ou de son établissement à l'étranger et les nom et adresse, au Canada, d'une personne ou firme à

abroad and the name and address in Canada of a person or firm on whom service of any document in respect of the objection may be made with the same effect as if it had been served on the objector.

Frivolous objection

(3.1) At any time before the day on which the responsible authority files a counter statement, the Registrar may, at the responsible authority's request or on his or her own initiative, reject the statement of objection if the Registrar considers that the statement does not raise a substantial issue for decision and shall give notice of his or her decision to the objector and to the responsible authority.

Power to strike

(3.2) At any time before the day on which the responsible authority files a counter statement, the Registrar may, at the responsible authority's request, strike all or part of the statement of objection if the statement or part of it

(a) is not based on any of the grounds set out in subsection (2) or (2.1); or

(b) does not set out a ground of objection in sufficient detail to enable the responsible authority to reply to it.

Counter statement

(4) Within two months after a statement of objection has been served on the responsible authority, the responsible authority may file a counter statement with the Registrar and serve a copy on the objector in the prescribed manner, and if the responsible authority does not so file and serve a counter statement, the indication or the translation shall not be entered on the list kept under subsection 11.12(1). The counter statement need only state that the responsible authority intends to respond to the objection.

Evidence and hearing

(5) Both the objector and the responsible authority shall be given an opportunity, in the prescribed manner and within the prescribed time, to submit evidence and to make representations to the Registrar unless

(a) the responsible authority does not file and serve a counter statement in accordance with subsection (4) or if, in the prescribed circumstances, the responsible authority does not submit evidence or a statement that the responsible authority does not wish to submit evidence; or

qui tout document concernant l'opposition peut être signifié pour valoir signification à l'opposant lui-même.

Opposition futile

(3.1) Avant le jour où l'autorité compétente produit la contre-déclaration, le registraire peut, à la demande de celle-ci ou de sa propre initiative, rejeter la déclaration d'opposition s'il estime qu'elle ne soulève pas une question sérieuse pour décision et donne avis de sa décision à l'opposant et à l'autorité compétente.

Pouvoir du registraire

(3.2) Avant le jour où l'autorité compétente produit la contre-déclaration, le registraire peut, à la demande de celle-ci, radier tout ou partie de la déclaration d'opposition dans l'un ou l'autre des cas suivants :

a) la déclaration ou la partie en cause de celle-ci n'est pas fondée sur l'un des motifs énoncés aux paragraphes (2) ou (2.1);

b) la déclaration ou la partie en cause de celle-ci ne contient pas assez de détails au sujet de l'un ou l'autre des motifs pour permettre à l'autorité compétente d'y répondre.

Contre-déclaration

(4) L'autorité compétente peut, dans les deux mois suivant la date à laquelle la déclaration d'opposition lui a été signifiée, produire auprès du registraire et signifier à l'opposant, de la manière prescrite, une contre-déclaration; à défaut par elle de ce faire, l'indication ou la traduction n'est pas inscrite sur la liste tenue en application du paragraphe 11.12(1). La contre-déclaration peut se limiter à énoncer l'intention de l'autorité compétente de répondre à l'opposition.

Preuve et audition

(5) Il est fourni, selon les modalités prescrites, à l'opposant et à l'autorité compétente l'occasion de présenter la preuve sur laquelle ils s'appuient et de se faire entendre par le registraire, sauf dans les cas suivants :

a) l'autorité compétente ne produit ni ne signifie la contre-déclaration visée au paragraphe (4) ou, dans les circonstances prescrites, elle omet de présenter des éléments de preuve ou une déclaration énonçant son désir de ne pas le faire;

b) l'opposition est retirée, ou réputée retirée, au titre du paragraphe (6).

(b) the objection is withdrawn or deemed under subsection (6) to have been withdrawn.

Service

(5.1) The objector and the responsible authority shall, in the prescribed manner and within the prescribed time, serve on each other any evidence and written representations that they submit to the Registrar.

No evidence — objector

(6) The objection is deemed to have been withdrawn if, in the prescribed circumstances, the objector does not submit and serve evidence or a statement that the objector does not wish to submit evidence.

No evidence — responsible authority

(6.1) The indication or the translation shall not be entered on the list if, in the prescribed circumstances, the responsible authority does not submit and serve evidence or a statement that the responsible authority does not wish to submit evidence.

Decision

(7) After considering the evidence and representations of the objector and the responsible authority, the Registrar shall accept or reject the objection, in whole or in part, and notify the parties of the decision and the reasons for it.

Effect of decision on translations

(8) The Registrar shall not enter any translation of an indication on the list if the Registrar accepts the objection with respect to the indication or, if an appeal is taken, the objection is accepted in the final judgment given in the appeal.

1994, c. 47, s. 192; 2014, c. 20, s. 361(E); 2017, c. 6, s. 62.

Prohibited adoption of indication for wines

11.14 (1) No person shall adopt in connection with a business, as a trademark or otherwise,

(a) a protected geographical indication identifying a wine in respect of a wine not originating in the territory indicated by the protected geographical indication; or

(b) a translation in any language of the geographical indication in respect of that wine.

Prohibited use

(2) No person shall use in connection with a business, as a trademark or otherwise,

Signification

(5.1) L'opposant et l'autorité compétente signifient à l'autre partie, selon les modalités prescrites, la preuve et les observations écrites qu'ils présentent au registraire.

Omission de l'opposant de présenter sa preuve

(6) Si, dans les circonstances prescrites, l'opposant omet de présenter et de signifier des éléments de preuve ou une déclaration énonçant son désir de ne pas présenter d'éléments de preuve, l'opposition est réputée retirée.

Omission de l'autorité compétente de présenter sa preuve

(6.1) Si, dans les circonstances prescrites, l'autorité compétente omet de présenter et de signifier des éléments de preuve ou une déclaration énonçant son désir de ne pas présenter d'éléments de preuve, l'indication ou la traduction n'est pas inscrite sur la liste.

Décision

(7) Après avoir examiné la preuve et les observations des parties, le registraire accueille ou rejette, en tout ou en partie, l'opposition et notifie aux parties sa décision motivée.

Effet de la décision sur les traductions

(8) Le registraire n'inscrit aucune traduction de cette indication sur la liste s'il accueille l'opposition relativement à l'indication ou, en cas d'appel, si l'opposition est accueillie par un jugement définitif sur la question.

1994, ch. 47, art. 192; 2014, ch. 20, art. 361(A); 2017, ch. 6, art. 62.

Interdiction d'adoption : vins

11.14 (1) Nul ne peut adopter à l'égard d'une entreprise, comme marque de commerce ou autrement :

a) une indication géographique protégée désignant un vin pour un vin dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication géographique protégée;

b) la traduction, en quelque langue que ce soit, de l'indication géographique relative à ce vin.

Interdiction d'usage

(2) Nul ne peut employer à l'égard d'une entreprise, comme marque de commerce ou autrement :

(a) a protected geographical indication identifying a wine in respect of a wine not originating in the territory indicated by the protected geographical indication or adopted contrary to subsection (1); or

(b) a translation in any language of the geographical indication in respect of that wine.

Prohibited use

(3) No person shall use in connection with a business, as a trademark or otherwise,

(a) a protected geographical indication identifying a wine in respect of a wine that originates in the territory indicated by the protected geographical indication if that wine was not produced or manufactured in accordance with the law applicable to that territory; or

(b) a translation in any language of the geographical indication in respect of that wine.

Prohibited adoption of indication for spirits

(4) No person shall adopt in connection with a business, as a trademark or otherwise,

(a) a protected geographical indication identifying a spirit in respect of a spirit not originating in the territory indicated by the protected geographical indication; or

(b) a translation in any language of the geographical indication in respect of that spirit.

Prohibited use

(5) No person shall use in connection with a business, as a trademark or otherwise,

(a) a protected geographical indication identifying a spirit in respect of a spirit not originating in the territory indicated by the protected geographical indication or adopted contrary to subsection (4); or

(b) a translation in any language of the geographical indication in respect of that spirit.

Prohibited use

(6) No person shall use in connection with a business, as a trademark or otherwise,

a) une indication géographique protégée désignant un vin pour un vin dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication géographique protégée ou adoptée en contravention avec le paragraphe (1);

b) la traduction, en quelque langue que ce soit, de l'indication géographique relative à ce vin.

Interdiction d'emploi

(3) Nul ne peut employer à l'égard d'une entreprise, comme marque de commerce ou autrement :

a) une indication géographique protégée désignant un vin pour un vin dont le lieu d'origine se trouve sur le territoire visé par l'indication géographique protégée, si ce vin n'a pas été produit ou fabriqué en conformité avec le droit applicable à ce territoire;

b) la traduction, en quelque langue que ce soit, de l'indication géographique relative à ce vin.

Interdiction d'adoption : spiritueux

(4) Nul ne peut adopter à l'égard d'une entreprise, comme marque de commerce ou autrement :

a) une indication géographique protégée désignant un spiritueux pour un spiritueux dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication géographique protégée;

b) la traduction, en quelque langue que ce soit, de l'indication géographique relative à ce spiritueux.

Interdiction d'emploi

(5) Nul ne peut employer à l'égard d'une entreprise, comme marque de commerce ou autrement :

a) une indication géographique protégée désignant un spiritueux pour un spiritueux dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication géographique protégée ou adoptée en contravention avec le paragraphe (4);

b) la traduction, en quelque langue que ce soit, de l'indication géographique relative à ce spiritueux.

Interdiction d'emploi

(6) Nul ne peut employer à l'égard d'une entreprise, comme marque de commerce ou autrement :

a) une indication géographique protégée désignant un spiritueux pour un spiritueux dont le lieu d'origine se trouve sur le territoire visé par l'indication géographique protégée, si ce spiritueux n'a pas été produit ou

(a) a protected geographical indication identifying a spirit in respect of a spirit that originates in the territory indicated by the protected geographical indication if that spirit was not produced or manufactured in accordance with the law applicable to that territory; or

(b) a translation in any language of the geographical indication in respect of that spirit.

1994, c. 47, s. 192; 2014, c. 20, s. 361(E), c. 32, s. 56(F); 2017, c. 6, s. 63.

Prohibited adoption of indication for agricultural products or food

11.15 (1) No person shall adopt in connection with a business, as a trademark or otherwise,

(a) a protected geographical indication identifying an agricultural product or food of a category set out in the schedule in respect of an agricultural product or food belonging to the same category that does not originate in the territory indicated by the protected geographical indication; or

(b) a translation on the list kept under subsection 11.12(1) of the protected geographical indication in respect of that agricultural product or food.

Prohibited use

(2) No person shall use in connection with a business, as a trademark or otherwise,

(a) a protected geographical indication identifying an agricultural product or food of a category set out in the schedule in respect of an agricultural product or food belonging to the same category that does not originate in the territory indicated by the protected geographical indication or adopted contrary to subsection (1); or

(b) a translation on the list kept under subsection 11.12(1) of the protected geographical indication in respect of that agricultural product or food.

Prohibited use

(3) No person shall use in connection with a business, as a trademark or otherwise,

(a) a protected geographical indication identifying an agricultural product or food of a category set out in the schedule in respect of an agricultural product or food belonging to the same category that originates in the territory indicated by the protected geographical indication if that agricultural product or food was not produced or manufactured in accordance with the law applicable to that territory; or

fabriqué en conformité avec le droit applicable à ce territoire;

(b) la traduction, en quelque langue que ce soit, de l'indication géographique relative à ce spiritueux.

1994, ch. 47, art. 192; 2014, ch. 20, art. 361(A), ch. 32, art. 56(F); 2017, ch. 6, art. 63.

Interdiction d'adoption : produit agricole ou aliment

11.15 (1) Nul ne peut adopter à l'égard d'une entreprise, comme marque de commerce ou autrement :

(a) une indication géographique protégée désignant un produit agricole ou aliment d'une catégorie figurant à l'annexe pour un produit agricole ou aliment appartenant à la même catégorie dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication géographique protégée;

(b) toute traduction, figurant sur la liste tenue en application du paragraphe 11.12(1), de l'indication géographique protégée relative à ce produit agricole ou aliment.

Interdiction d'emploi

(2) Nul ne peut employer à l'égard d'une entreprise, comme marque de commerce ou autrement :

(a) une indication géographique protégée désignant un produit agricole ou aliment d'une catégorie figurant à l'annexe pour un produit agricole ou aliment appartenant à la même catégorie dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication géographique protégée ou adoptée en contravention avec le paragraphe (1);

(b) toute traduction, figurant sur la liste tenue en application du paragraphe 11.12(1), de l'indication géographique protégée relative à ce produit agricole ou aliment.

Interdiction d'emploi

(3) Nul ne peut employer à l'égard d'une entreprise, comme marque de commerce ou autrement :

(a) une indication géographique protégée désignant un produit agricole ou aliment d'une catégorie figurant à l'annexe pour un produit agricole ou aliment appartenant à la même catégorie dont le lieu d'origine se trouve sur le territoire visé par l'indication géographique protégée, si ce produit agricole ou aliment n'a pas été produit ou fabriqué en conformité avec le droit applicable à ce territoire;

(b) a translation on the list kept under subsection 11.12(1) of the protected geographical indication in respect of that agricultural product or food.

1994, c. 47, s. 192; 2014, c. 20, s. 361(E), c. 32, s. 56(F); 2017, c. 6, s. 64.

Exception when authorized

11.16 (1) Sections 11.14 and 11.15 and paragraphs 12(1)(g) to (h.1) do not prevent the adoption, use or registration as a trademark or otherwise, in connection with a business, of a protected geographical indication, or any translation of it in any language, with the consent of the responsible authority.

Exception for personal names

(2) Sections 11.14 and 11.15 do not prevent a person from using, in the course of trade, the person's name or the name of the person's predecessor in title, except where the name is used in such a manner as to mislead the public.

Exception for comparative advertising

(3) Sections 11.14 and 11.15 do not prevent a person from using a protected geographical indication, or any translation of it in any language, in comparative advertising.

Exception not applicable to labels or packaging

(4) Subsection (3) does not apply to comparative advertising on labels or packaging.

1994, c. 47, s. 192; 2014, c. 20, s. 361(E), c. 32, s. 56(F); 2017, c. 6, s. 64.

Continued use — wines or spirits

11.17 (1) Section 11.14 does not apply to the continued and similar use of a protected geographical indication identifying a wine or spirit, or any translation of it in any language, by a Canadian who has used it in a continuous manner in relation to any business or commercial activity in respect of goods or services

(a) in good faith before April 15, 1994; or

(b) for at least 10 years before that date.

Definition of *Canadian*

(2) For the purposes of subsection (1), *Canadian* means

(a) a Canadian citizen;

(b) a *permanent resident* as defined in subsection 2(1) of the *Immigration and Refugee Protection Act*

b) toute traduction, figurant sur la liste tenue en application du paragraphe 11.12(1), de l'indication géographique protégée relative à ce produit agricole ou aliment.

1994, ch. 47, art. 192; 2014, ch. 20, art. 361(A), ch. 32, art. 56(F); 2017, ch. 6, art. 64.

Exception : emploi autorisé

11.16 (1) Les articles 11.14 et 11.15 et les alinéas 12(1)(g) à h.1) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement, à l'égard d'une entreprise, comme marque de commerce ou autrement, d'une indication géographique protégée, ou de toute traduction de celle-ci, en quelque langue que ce soit, avec le consentement de l'autorité compétente.

Exception : emploi de son propre nom

(2) Les articles 11.14 et 11.15 n'ont pas pour effet d'empêcher quiconque d'employer, dans la pratique du commerce, son nom ou celui de son prédécesseur en titre, sauf si cet emploi est fait de façon à induire le public en erreur.

Exception : publicité comparative

(3) Les articles 11.14 et 11.15 n'ont pas pour effet d'empêcher quiconque d'employer une indication géographique protégée, ou toute traduction de celle-ci, en quelque langue que ce soit, dans une publicité comparative.

Exclusion : étiquette ou emballage

(4) Le paragraphe (3) ne s'applique pas à la publicité comparative figurant sur une étiquette ou un emballage.

1994, ch. 47, art. 192; 2014, ch. 20, art. 361(A), ch. 32, art. 56(F); 2017, ch. 6, art. 64.

Emploi continu : vin ou spiritueux

11.17 (1) L'article 11.14 ne s'applique pas à l'emploi continu et similaire, par un Canadien, d'une indication géographique protégée désignant un vin ou un spiritueux, ou de toute traduction de celle-ci, en quelque langue que ce soit, qu'il a employée à l'égard d'une entreprise ou d'une activité commerciale pour des produits ou services et de manière continue :

a) soit de bonne foi avant le 15 avril 1994;

b) soit pendant au moins dix ans avant cette date.

Définition de *Canadiens*

(2) Pour l'application du paragraphe (1), sont des *Canadiens* :

a) les citoyens canadiens;

who has been ordinarily resident in Canada for not more than one year after the day on which they first became eligible to apply for Canadian citizenship; and

(c) an entity that carries on business in Canada.

Use — certain cheeses

(3) Section 11.15 does not apply to the use, in connection with a business, of any of the indications “Asiago”, “Feta”, “Φέτα” (Feta), “Fontina”, “Gorgonzola” or “Munster”, or any translation of them in any language, by a person if they or their predecessor in title used the indication or the translation in relation to any business or commercial activity in respect of an agricultural product or food of the category of cheeses, as set out in the schedule, before October 18, 2013.

Use with qualifying term

(4) Section 11.15 does not apply to the use, in connection with a business, of any of the indications “Asiago”, “Feta”, “Φέτα” (Feta), “Fontina”, “Gorgonzola” or “Munster”, or any translation of them in any language, in respect of an agricultural product or food of the category of cheeses, as set out in the schedule, if

(a) a qualifying term such as “kind”, “type”, “style” or “imitation” is used in connection with the indication or the translation; and

(b) the geographical origin of the cheese is clearly displayed on the cheese or on the packaging in which it is distributed, or is in any other manner associated with the cheese so that notice of the cheese’s origin is given to the person to whom the cheese is transferred.

Use of the indication “Beaufort”

(5) Section 11.15 does not apply to the use, in connection with a business, of the indication “Beaufort”, or any translation of it in any language, by a person if

(a) the person or their predecessor in title used the indication or the translation for at least 10 years before October 18, 2013 in relation to any business or commercial activity in respect of an agricultural product or food of the category of cheeses, as set out in the schedule; or

(b) the person uses the indication or the translation in relation to any business or commercial activity in respect of a cheese product that was produced in the

b) les *résidents permanents* au sens du paragraphe 2(1) de la *Loi sur l’immigration et la protection des réfugiés* qui ont résidé habituellement au Canada pendant un maximum d’un an après la date à laquelle ils sont devenus admissibles à la demande de citoyenneté canadienne;

c) les entités qui exploitent une entreprise au Canada.

Emploi : certains fromages

(3) L’article 11.15 ne s’applique pas à l’emploi par une personne des indications « Asiago », « Feta », « Φέτα » (Feta), « Fontina », « Gorgonzola » ou « Munster », ou de toute traduction de celles-ci, en quelque langue que ce soit, à l’égard d’une entreprise si cette personne, ou son prédécesseur en titre, a employé ces indications ou la traduction avant le 18 octobre 2013 à l’égard d’une entreprise ou d’une activité commerciale relative à un produit agricole ou aliment de la catégorie des fromages, figurant à l’annexe.

Emploi de mots qualificatifs

(4) L’article 11.15 ne s’applique pas à l’emploi, à l’égard d’une entreprise, des indications « Asiago », « Feta », « Φέτα » (Feta), « Fontina », « Gorgonzola » ou « Munster », ou de toute traduction de celles-ci, en quelque langue que ce soit, relativement à un produit agricole ou aliment de la catégorie des fromages, figurant à l’annexe, si à la fois :

a) un qualificatif tel que « genre », « type », « style » ou « imitation » accompagne l’indication ou la traduction;

b) l’origine géographique du fromage figure bien en vue sur celui-ci ou sur l’emballage dans lequel il est distribué ou est de toute autre manière associée au fromage de telle sorte que la personne à qui il est transféré est informée de son origine.

Emploi de l’indication « Beaufort »

(5) L’article 11.15 ne s’applique pas à l’emploi par une personne de l’indication « Beaufort », ou de toute traduction de celle-ci, en quelque langue que ce soit, à l’égard d’une entreprise, si :

a) soit, la personne, ou son prédécesseur en titre, a employé l’indication ou la traduction à l’égard d’une entreprise ou d’une activité commerciale relative à un produit agricole ou aliment de la catégorie des fromages, figurant à l’annexe, pendant au moins dix ans avant le 18 octobre 2013;

b) soit, la personne emploie l’indication ou la traduction à l’égard d’une entreprise ou d’une activité

proximity of the Beaufort Range on Vancouver Island in British Columbia.

Use of the indication “Nürnberger Bratwürste”

(6) Section 11.15 does not apply to the use, in connection with a business, of the indication “Nürnberger Bratwürste”, or any translation of it in any language, by a person, if they or their predecessor in title used the indication or the translation in relation to any business or commercial activity in respect of an agricultural product or food of the category of fresh, frozen and processed meats, as set out in the schedule, for at least five years before October 18, 2013.

Use of the indication “Jambon de Bayonne”

(7) Section 11.15 does not apply to the use, in connection with a business, of the indication “Jambon de Bayonne”, or any translation of it in any language, by a person, if they or their predecessor in title used the indication or the translation in relation to any business or commercial activity in respect of an agricultural product or food of the category of dry-cured meats, as set out in the schedule, for at least 10 years before October 18, 2013.

Restriction

(8) For the purposes of subsections (3) and (5) to (7), no person is a predecessor in title if they only transferred the right to use the indication or the translation, or both.

1994, c. 47, s. 192; 2001, c. 27, s. 271; 2014, c. 32, ss. 53(F), 56(F); 2017, c. 6, s. 64.

Exception for disuse

11.18 (1) Sections 11.14 and 11.15 and paragraphs 12(1)(g) to (h.1) do not prevent the adoption, use or registration as a trademark or otherwise, in connection with a business, of a protected geographical indication, or any translation of it in any language, if the indication has ceased to be protected by the law applicable to the territory in which the wine or spirit or the agricultural product or food is identified as originating, or has fallen into disuse in that territory.

Exceptions for customary names

(2) Sections 11.14 and 11.15 and paragraphs 12(1)(g) to (h.1) do not prevent the adoption, use or registration as a trademark or otherwise, in connection with a business, of a protected geographical indication that is identical to

commerciale relative à des produits fromagers produits à proximité de la chaîne de montagnes Beaufort, sur l'Île de Vancouver, en Colombie-Britannique.

Emploi de l'indication « Nürnberger Bratwürste »

(6) L'article 11.15 ne s'applique pas à l'emploi par une personne de l'indication « Nürnberger Bratwürste », ou de toute traduction de celle-ci, en quelque langue que ce soit, à l'égard d'une entreprise si cette personne, ou son prédécesseur en titre, a employé l'indication ou la traduction pendant au moins cinq ans avant le 18 octobre 2013 à l'égard d'une entreprise ou d'une activité commerciale relative à un produit agricole ou aliment de la catégorie des viandes fraîches, congelées et transformées, figurant à l'annexe.

Emploi de l'indication « Jambon de Bayonne »

(7) L'article 11.15 ne s'applique pas à l'emploi par une personne de l'indication « Jambon de Bayonne », ou de toute traduction de celle-ci, en quelque langue que ce soit, à l'égard d'une entreprise si cette personne, ou son prédécesseur en titre, a employé l'indication ou la traduction pendant au moins dix ans avant le 18 octobre 2013 à l'égard d'une entreprise ou d'une activité commerciale relative à un produit agricole ou aliment de la catégorie des viandes salées à sec, figurant à l'annexe.

Restriction

(8) Pour l'application des paragraphes (3) et (5) à (7), n'est pas un prédécesseur en titre celui qui a uniquement transféré le droit d'employer l'indication ou une traduction de celle-ci, ou les deux.

1994, ch. 47, art. 192; 2001, ch. 27, art. 271; 2014, ch. 32, art. 53(F) et 56(F); 2017, ch. 6, art. 64.

Exception : non-emploi

11.18 (1) Les articles 11.14 et 11.15 et les alinéas 12(1)(g) à h.1) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement à l'égard d'une entreprise, comme marque de commerce ou autrement, d'une indication géographique protégée, ou de toute traduction de celle-ci, en quelque langue que ce soit, si l'indication a cessé d'être protégée par le droit applicable au territoire d'origine du vin ou spiritueux ou du produit agricole ou aliment ou si elle est tombée en désuétude dans ce territoire.

Exception : nom usuel

(2) Les articles 11.14 et 11.15 et les alinéas 12(1)(g) à h.1) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement à l'égard d'une entreprise, comme marque de commerce ou autrement, d'une indication géographique protégée qui est identique :

(a) a term customary in common language in Canada as the common name for the wine or spirit or the agricultural product or food;

(b) a customary name of a grape variety existing in Canada on or before the day on which the WTO Agreement comes into force; or

(c) a customary name of a plant variety or an animal breed existing in Canada on or before the day on which the indication is entered on the list kept under subsection 11.12(1).

Exception for translation — customary term

(2.1) Sections 11.14 and 11.15 and paragraphs 12(1)(g) to (h.1) do not prevent the adoption, use or registration as a trademark or otherwise, in connection with a business, of a translation of a protected geographical indication that is identical to a term customary in common language in Canada as the common name for a wine or spirit or an agricultural product or food.

Exception for common names for wines

(3) Subsections 11.14(1) to (3) and paragraph 12(1)(g) do not prevent the adoption, use or registration as a trademark or otherwise, in connection with a business, of the following indications in respect of wines:

Exception for common names for spirits

(4) Subsections 11.14(4) to (6) and paragraph 12(1)(h) do not prevent the adoption, use or registration as a trademark or otherwise, in connection with a business, of the following indications in respect of spirits:

(a) [Repealed, SOR/2004-85]

(b) Marc;

(c) [Repealed, SOR/2004-85]

(d) Sambuca;

(e) Geneva Gin;

(f) Genièvre;

(g) Hollands Gin;

(h) London Gin;

(i) Schnapps;

(j) Malt Whiskey;

a) soit au terme usuel employé dans le langage courant au Canada comme nom commun du vin ou spiritueux ou du produit agricole ou aliment;

b) soit au nom usuel d'une variété de cépage existant au Canada à la date d'entrée en vigueur de l'Accord sur l'OMC;

c) soit au nom usuel d'une variété végétale ou d'une race animale existant au Canada à la date où l'indication a été inscrite sur la liste tenue en application du paragraphe 11.12(1).

Exception relative à une traduction : terme usuel

(2.1) Les articles 11.14 et 11.15 et les alinéas 12(1)g) à h.1) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement à l'égard d'une entreprise, comme marque de commerce ou autrement, d'une traduction d'une indication géographique protégée lorsqu'elle est identique à un terme usuel employé dans le langage courant au Canada comme nom commun d'un vin ou spiritueux ou d'un produit agricole ou aliment.

Exception : noms communs de vins

(3) Les paragraphes 11.14(1) à (3) et l'alinéa 12(1)g) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement à l'égard d'une entreprise, comme marque de commerce ou autrement, des indications ci-après, pour ce qui est des vins :

Exception : noms communs de spiritueux

(4) Les paragraphes 11.14(4) à (6) et l'alinéa 12(1)h) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement à l'égard d'une entreprise, comme marque de commerce ou autrement, des indications ci-après, pour ce qui est des spiritueux :

a) [Abrogé, DORS/2004-85]

b) Marc;

c) [Abrogé, DORS/2004-85]

d) Sambuca;

e) Geneva Gin;

f) Genièvre;

g) Hollands Gin;

h) London Gin;

i) Schnapps;

j) Malt Whiskey;

- (k) Eau-de-vie;
- (l) Bitters;
- (m) Anisette;
- (n) Curacao; and
- (o) Curaçao.

Exception for common names for agricultural products or food

(4.1) Section 11.15 and paragraph 12(1)(h.1) do not prevent the adoption, use or registration as a trademark or otherwise, in connection with a business, of the following indications in respect of an agricultural product or food:

- (a) Valencia Orange;
- (b) Orange Valencia;
- (c) Valencia;
- (d) Black Forest Ham;
- (e) Jambon Forêt Noire;
- (f) Tiroler Bacon;
- (g) Bacon Tiroler;
- (h) Parmesan;
- (i) St. George Cheese;
- (j) Fromage St-George; and
- (k) Fromage St-Georges.

Spelling variations

(4.2) For purposes of subsection (4.1), the indications set out in paragraphs (f) and (g) include spelling variations of those indications in English and French.

Exception — “county”

(4.3) Section 11.15 and paragraph 12(1)(h.1) do not prevent the adoption, use or registration as a trademark or otherwise, in connection with a business, of the term “county”, or any translation of it in any language, in association with an agricultural product or food if that term is used to refer to the name of a territorial division or an administrative division of a territory.

- k) Eau-de-vie;
- l) Bitters;
- m) Anisette;
- n) Curacao;
- o) Curaçao.

Exception : noms communs de produits agricoles ou aliments

(4.1) L'article 11.15 et l'alinéa 12(1)h.1) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement à l'égard d'une entreprise, comme marque de commerce ou autrement, des indications ci-après, pour ce qui est des produits agricoles ou aliments :

- a) Valencia Orange;
- b) Orange Valencia;
- c) Valencia;
- d) Black Forest Ham;
- e) Jambon Forêt Noire;
- f) Tiroler Bacon;
- g) Bacon Tiroler;
- h) Parmesan;
- i) St. George Cheese;
- j) Fromage St-George;
- k) Fromage St-Georges.

Variantes orthographiques

(4.2) Pour l'application du paragraphe (4.1), les indications figurant aux alinéas f) et g) comprennent les variantes orthographiques, en français et en anglais, de ces indications.

Exception : « comté »

(4.3) L'article 11.15 et l'alinéa 12(1)h.1) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement à l'égard d'une entreprise, comme marque de commerce ou autrement, du terme « comté » — ou de toute traduction de celui-ci, en quelque langue que ce soit —, en liaison avec des produits agricoles ou aliments, si ce terme est utilisé pour faire renvoi au nom d'une division territoriale ou administrative d'un territoire.

Powers of Governor in Council

(5) The Governor in Council may, by order, amend any of subsections (3) to (4.1) by adding or deleting an indication in respect of a wine or spirit or an agricultural product or food, as the case may be.

1994, c. 47, s. 192; SOR/2004-85; 2014, c. 20, s. 361(E), c. 32, s. 56(F); 2017, c. 6, s. 65.

Exception for failure to take proceedings

11.19 (1) Sections 11.14 and 11.15 do not apply to the adoption or use of a trademark by a person if no proceedings are taken to enforce those sections in respect of that person's use or adoption of the trademark within five years after use of the trademark by that person or that person's predecessor-in-title has become generally known in Canada or the trademark has been registered by that person in Canada, unless it is established that that person or that person's predecessor-in-title first used or adopted the trademark with knowledge that such use or adoption was contrary to section 11.14 or 11.15, as the case may be.

Proceedings after five years

(2) In proceedings respecting a registered trademark commenced after the expiry of five years from the earlier of the date of registration of the trademark in Canada and the date on which use of the trademark by the person who filed the application for registration of the trademark or that person's predecessor in title has become generally known in Canada, the registration must not be expunged or amended or held invalid on the basis of any of paragraphs 12(1)(g) to (h.1) unless it is established that the person who filed the application for registration of the trademark did so with knowledge that the trademark was in whole or in part a protected geographical indication.

1994, c. 47, s. 192; 2014, c. 20, s. 361(E), c. 32, s. 14(F); 2017, c. 6, s. 66.

Acquired rights — wines

11.2 (1) Section 11.14 and paragraph 12(1)(g) do not prevent the adoption, use or registration as a trademark in association with a wine of a protected geographical indication, or any translation of it in any language, by a person if they have, in good faith, before the later of January 1, 1996 and the day on which protection of the indication in the territory indicated by the indication begins,

(a) filed an application in accordance with section 30 for, or secured the registration of, the trademark in association with a wine; or

(b) acquired rights through use to the trademark in respect of a wine.

Pouvoirs du gouverneur en conseil

(5) Le gouverneur en conseil peut, par décret, modifier l'un ou l'autre des paragraphes (3) à (4.1) par l'adjonction ou la suppression d'indications désignant un vin ou un spiritueux, ou un produit agricole ou un aliment, selon le cas.

1994, ch. 47, art. 192; DORS/2004-85; 2014, ch. 20, art. 361(A), ch. 32, art. 56(F); 2017, ch. 6, art. 65.

Exception — aucune procédure engagée

11.19 (1) Les articles 11.14 et 11.15 ne s'appliquent pas à l'adoption ou à l'emploi par une personne d'une marque de commerce si aucune procédure n'est engagée pour faire respecter ces dispositions à l'égard de cette adoption ou de cet emploi dans les cinq ans suivant la date à laquelle l'emploi de la marque de commerce par cette personne ou son prédécesseur en titre a été généralement connu au Canada ou la marque de commerce y a été enregistrée par cette personne, sauf s'il est établi que cette personne ou son prédécesseur en titre a adopté ou commencé à employer la marque tout en sachant que l'adoption ou l'emploi étaient contraires à ces articles.

Procédures après cinq ans

(2) Dans le cas de procédures concernant une marque de commerce déposée engagées après l'expiration des cinq ans suivant le premier en date du jour de l'enregistrement de la marque de commerce au Canada et du jour où l'usage de la marque de commerce par la personne qui a demandé l'enregistrement ou son prédécesseur en titre a été généralement connu au Canada, l'enregistrement ne peut être radié, modifié ou tenu pour invalide du fait de l'un des alinéas 12(1)(g) à h.1) que s'il est établi que la personne qui a demandé l'enregistrement l'a fait tout en sachant que la marque était en tout ou en partie une indication géographique protégée.

1994, ch. 47, art. 192; 2014, ch. 20, art. 361(A), ch. 32, art. 14(F); 2017, ch. 6, art. 66.

Droits acquis : vin

11.2 (1) L'article 11.14 et l'alinéa 12(1)(g) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement, comme marque de commerce en liaison avec un vin, d'une indication géographique protégée, ou de toute traduction de celle-ci, en quelque langue que ce soit, par une personne qui, de bonne foi, avant le 1^{er} janvier 1996 ou, si elle est postérieure, avant la date à laquelle commence la protection relative à l'indication sur le territoire visé par l'indication :

a) soit a produit une demande conformément à l'article 30 en vue de l'enregistrement de la marque de commerce en liaison avec un vin, ou a obtenu cet enregistrement;

Acquired rights — spirits

(2) Section 11.14 and paragraph 12(1)(h) do not prevent the adoption, use or registration as a trademark in association with a spirit of a protected geographical indication, or any translation of it in any language, by a person if they have, in good faith, before the later of January 1, 1996 and the day on which protection of the indication in the territory indicated by the indication begins,

(a) filed an application in accordance with section 30 for, or secured the registration of, the trademark in association with a spirit; or

(b) acquired rights through use to the trademark in respect of a spirit.

Acquired rights — agricultural products and food

(3) Section 11.15 and paragraph 12(1)(h.1) do not prevent the adoption, use or registration as a trademark in association with an agricultural product or food of a category set out in the schedule of a protected geographical indication, or any translation of it in any language, by a person if they have, in good faith, before the day on which a statement by the Minister is published under subsection 11.12(2) or (2.1) in respect of the indication or translation,

(a) filed an application in accordance with section 30 for, or secured the registration of, the trademark in association with an agricultural product or food belonging to the same category; or

(b) acquired rights through use to the trademark in respect of an agricultural product or food belonging to the same category.

1994, c. 47, s. 192; 2014, c. 20, s. 361(E), c. 32, s. 56(F); 2017, c. 6, s. 67.

Removal from the list

11.21 (1) On the application of any person interested, the Federal Court has exclusive jurisdiction to order the Registrar to remove an indication or a translation from the list of geographical indications kept under subsection 11.12(1) on any of the grounds set out in subsection (2) or (3), as the case may be.

Grounds — indication

(2) The grounds for the removal of an indication are

b) soit a acquis par l'usage le droit à la marque de commerce en liaison avec un vin.

Droits acquis : spiritueux

(2) L'article 11.14 et l'alinéa 12(1)(h) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement, comme marque de commerce en liaison avec un spiritueux, d'une indication géographique protégée, ou de toute traduction de celle-ci, en quelque langue que ce soit, par une personne qui, de bonne foi, avant le 1^{er} janvier 1996 ou, si elle est postérieure, avant la date à laquelle commence la protection relative à l'indication sur le territoire visé par l'indication :

a) soit a produit une demande conformément à l'article 30 en vue de l'enregistrement de la marque de commerce en liaison avec un spiritueux, ou a obtenu cet enregistrement;

b) soit a acquis par l'usage le droit à la marque de commerce en liaison avec un spiritueux.

Droits acquis : produit agricole et aliment

(3) L'article 11.15 et l'alinéa 12(1)(h.1) n'ont pas pour effet d'empêcher l'adoption, l'emploi ou l'enregistrement, comme marque de commerce en liaison avec un produit agricole ou aliment d'une catégorie figurant à l'annexe, d'une indication géographique protégée, ou de toute traduction de celle-ci, en quelque langue que ce soit, par une personne qui, de bonne foi, avant la publication de l'énoncé d'intention aux termes des paragraphes 11.12(2) ou (2.1) à l'égard de l'indication ou de la traduction :

a) soit a produit une demande conformément à l'article 30 en vue de l'enregistrement de la marque de commerce en liaison avec un produit agricole ou aliment appartenant à la même catégorie, ou a obtenu cet enregistrement;

b) soit a acquis par l'usage le droit à la marque de commerce en liaison avec un produit agricole ou aliment appartenant à la même catégorie.

1994, ch. 47, art. 192; 2014, ch. 20, art. 361(A), ch. 32, art. 56(F); 2017, ch. 6, art. 67.

Suppression de la liste

11.21 (1) Sur demande de toute personne intéressée, la Cour fédérale a la compétence exclusive d'ordonner au registraire de supprimer une indication ou une traduction de la liste tenue en application du paragraphe 11.12(1) pour l'un des motifs prévus aux paragraphes (2) ou (3), selon le cas.

Motifs : indication

(2) Les motifs que peut invoquer la Cour fédérale pour la suppression d'une indication sont les suivants :

(a) that, on the day on which the application is made, the indication is not a geographical indication;

(b) that, on the day on which the application is made, the indication is identical to a term customary in common language in Canada as the common name for the wine or spirit or the agricultural product or food;

(c) that, except in the case of an indication identifying a wine or spirit or an agricultural product or food as originating in Canada, when the statement by the Minister in respect of the indication is published or on the day on which the application is made, the indication is not protected by the law applicable to the territory in which the wine or spirit or the agricultural product or food is identified as originating;

(d) in the case of an indication identifying an agricultural product or food, that, when the statement by the Minister is published, the indication is confusing with

(i) a registered trademark, or

(ii) a trademark that was previously used in Canada and that has not been abandoned; or

(e) in the case of an indication identifying an agricultural product or food, that

(i) when the statement by the Minister is published, the indication is confusing with a trademark in respect of which an application for registration was previously filed in Canada, and

(ii) on the day on which the application is made, that application for registration remains pending or the trademark is registered.

Grounds — translation

(3) The grounds for the removal of a translation are

(a) that, on the day on which the application is made, the translation is identical to a term customary in common language in Canada as the common name for the agricultural product or food;

(b) that, when the statement by the Minister in respect of the translation is published, the translation is confusing with

(i) a registered trademark, or

(ii) a trademark that was previously used in Canada and that has not been abandoned;

a) à la date de la demande à la Cour, l'indication n'est pas une indication géographique;

b) à la date de la demande à la Cour, l'indication est identique au terme usuel employé dans le langage courant au Canada comme nom commun du vin ou spiritueux ou du produit agricole ou aliment;

c) sauf dans le cas où l'indication désigne un vin ou spiritueux ou un produit agricole ou aliment dont le lieu d'origine est le Canada, lors de la publication de l'énoncé d'intention relatif à l'indication ou à la date de la demande à la Cour, l'indication n'est pas protégée par le droit applicable au territoire d'origine du produit désigné;

d) dans le cas d'une indication désignant un produit agricole ou un aliment, lors de la publication de l'énoncé d'intention, l'indication crée de la confusion avec :

(i) une marque de commerce déposée,

(ii) une marque de commerce employée antérieurement au Canada qui n'a pas été abandonnée;

e) dans le cas d'une indication désignant un produit agricole ou un aliment, les conditions suivantes sont remplies :

(i) lors de la publication de l'énoncé d'intention, l'indication crée de la confusion avec une marque de commerce à l'égard de laquelle une demande d'enregistrement avait été antérieurement produite au Canada,

(ii) à la date de la demande à la Cour, la demande d'enregistrement est toujours pendante ou la marque de commerce est enregistrée.

Motifs : traduction

(3) Les motifs que peut invoquer la Cour fédérale pour la suppression d'une traduction sont les suivants :

a) à la date de la demande à la Cour, la traduction est identique au terme usuel employé dans le langage courant au Canada comme nom commun du produit agricole ou aliment;

b) lors de la publication de l'énoncé d'intention relatif à la traduction, la traduction crée de la confusion avec :

(i) une marque de commerce déposée,

(ii) une marque de commerce employée antérieurement au Canada qui n'a pas été abandonnée;

(c) that

(i) when the statement by the Minister in respect of the translation is published, the translation is confusing with a trademark in respect of which an application for registration was previously filed in Canada, and

(ii) on the day on which the application is made, that application for registration remains pending or the trademark is registered; or

(d) that, when the statement by the Minister in respect of the translation is published, the translation is not a faithful translation of the indication.

How application is made

(4) An application shall be made by the filing of an originating notice of motion, by counter-claim in an action for an act contrary to section 11.14 or 11.15, or by statement of claim in an action claiming additional relief under this Act.

Summary proceedings

(5) The proceedings on an application shall be heard and determined summarily on evidence adduced by affidavit unless the Federal Court directs otherwise.

Effect of order on translation

(6) If the Federal Court orders the removal of an indication identifying an agricultural product or food from the list, the Registrar shall remove any translation of that indication from the list.

2017, c. 6, s. 67; 2014, c. 20, s. 361(E).

CETA indications

11.22 Paragraph 11.18(2)(a) and section 11.21 do not apply with respect to a protected geographical indication that is listed in Part A of Annex 20-A, as amended from time to time, of Chapter Twenty of the Comprehensive Economic and Trade Agreement between Canada and the European Union and its Member States, done at Brussels on October 30, 2016.

2017, c. 6, s. 67.

Canada — Korea indications

11.23 Paragraphs 11.18(2)(a) and (c) and section 11.21 do not apply with respect to an indication that is a protected geographical indication and that is included in the following list:

(a) GoryeoHongsam;

(b) GoryeoBaeksam;

c) les conditions suivantes sont remplies :

(i) lors de la publication de l'énoncé d'intention relatif à la traduction, la traduction crée de la confusion avec une marque de commerce à l'égard de laquelle une demande d'enregistrement avait été antérieurement produite au Canada,

(ii) à la date de la demande à la Cour, la demande d'enregistrement est toujours pendante ou la marque de commerce est enregistrée;

d) lors de la publication de l'énoncé d'intention relatif à la traduction, la traduction n'est pas fidèle à l'indication.

Demande

(4) La demande est faite par la production d'un avis de requête, par une demande reconventionnelle dans une action ayant trait à un acte contraire aux articles 11.14 ou 11.15 ou par une déclaration dans une action demandant un redressement additionnel en vertu de la présente loi.

Procédures par voie sommaire

(5) Les procédures sont entendues et jugées par voie sommaire sur une preuve produite par affidavit, à moins que la Cour fédérale n'en ordonne autrement.

Effet de l'ordonnance sur les traductions

(6) Lorsque la Cour fédérale ordonne la suppression de la liste d'une indication désignant un produit agricole ou aliment, le registraire supprime également de la liste toute traduction de cette indication.

2017, ch. 6, art. 67; 2014, ch. 20, art. 361(A).

Indications : AÉCG

11.22 L'alinéa 11.18(2)a) et l'article 11.21 ne s'appliquent pas aux indications géographiques protégées qui figurent à la partie A de l'annexe 20-A, avec ses modifications successives, du chapitre Vingt de l'Accord économique et commercial global entre le Canada et l'Union européenne et ses États membres, fait à Bruxelles le 30 octobre 2016.

2017, ch. 6, art. 67.

Indications : Canada - Corée

11.23 Les alinéas 11.18(2)a) et c) et l'article 11.21 ne s'appliquent pas à une indication qui est une indication géographique protégée et qui figure sur la liste suivante :

a) GoryeoHongsam;

b) GoryeoBaeksam;

c) GoryeoSusam;

- (c) GoryeoSusam;
- (d) IcheonSsal;
- (e) ginseng rouge de Corée;
- (f) ginseng blanc de Corée;
- (g) ginseng frais de Corée;
- (h) riz Icheon;
- (i) Korean Red Ginseng;
- (j) Korean White Ginseng;
- (k) Korean Fresh Ginseng;
- (l) Icheon Rice.

2017, c. 6, s. 67.

Powers of Governor in Council

11.24 The Governor in Council may, by order, amend the schedule by adding or deleting a category of agricultural product or food.

2017, c. 6, s. 67.

Registrable Trademarks

When trademark registrable

12 (1) Subject to subsection (2), a trademark is registrable if it is not

- (a) a word that is primarily merely the name or the surname of an individual who is living or has died within the preceding thirty years;
- (b) whether depicted, written or sounded, either clearly descriptive or deceptively misdescriptive in the English or French language of the character or quality of the goods or services in association with which it is used or proposed to be used or of the conditions of or the persons employed in their production or of their place of origin;
- (c) the name in any language of any of the goods or services in connection with which it is used or proposed to be used;
- (d) confusing with a registered trademark;
- (e) a sign or combination of signs whose adoption is prohibited by section 9 or 10;

- d) IcheonSsal;
- e) ginseng rouge de Corée;
- f) ginseng blanc de Corée;
- g) ginseng frais de Corée;
- h) riz Icheon;
- i) Korean Red Ginseng;
- j) Korean White Ginseng;
- k) Korean Fresh Ginseng;
- l) Icheon Rice.

2017, ch. 6, art. 67.

Pouvoirs du gouverneur en conseil

11.24 Le gouverneur en conseil peut, par décret, modifier l'annexe par l'adjonction ou la suppression d'une catégorie de produits agricoles ou d'aliments.

2017, ch. 6, art. 67.

Marques de commerce enregistrables

Marque de commerce enregistrable

12 (1) Sous réserve du paragraphe (2), la marque de commerce est enregistrable sauf dans l'un ou l'autre des cas suivants :

- a) elle est constituée d'un mot n'étant principalement que le nom ou le nom de famille d'un particulier vivant ou qui est décédé dans les trente années précédentes;
- b) qu'elle soit sous forme graphique, écrite ou sonore, elle donne une description claire ou donne une description fausse et trompeuse, en langue française ou anglaise, de la nature ou de la qualité des produits ou services en liaison avec lesquels elle est employée, ou en liaison avec lesquels on projette de l'employer, ou des conditions de leur production, ou des personnes qui les produisent, ou de leur lieu d'origine;
- c) elle est constituée du nom, dans une langue, de l'un des produits ou de l'un des services à l'égard desquels elle est employée, ou à l'égard desquels on projette de l'employer;

(f) a denomination the adoption of which is prohibited by section 10.1;

(g) in whole or in part a protected geographical indication identifying a wine, where the trademark is to be registered in association with a wine not originating in a territory indicated by the geographical indication;

(h) in whole or in part a protected geographical indication identifying a spirit, where the trademark is to be registered in association with a spirit not originating in a territory indicated by the geographical indication;

(h.1) in whole or in part a protected geographical indication, and the trademark is to be registered in association with an agricultural product or food — belonging to the same category, as set out in the schedule, as the agricultural product or food identified by the protected geographical indication — not originating in a territory indicated by the geographical indication; and

(i) subject to subsection 3(3) and paragraph 3(4)(a) of the *Olympic and Paralympic Marks Act*, a mark the adoption of which is prohibited by subsection 3(1) of that Act.

Utilitarian function

(2) A trademark is not registrable if, in relation to the goods or services in association with which it is used or proposed to be used, its features are dictated primarily by a utilitarian function.

Registrable if distinctive

(3) A trademark that is not registrable by reason of paragraph (1)(a) or (b) is registrable if it is distinctive at the filing date of an application for its registration, determined without taking into account subsection 34(1), having regard to all the circumstances of the case including the length of time during which it has been used.

R.S., 1985, c. T-13, s. 12; 1990, c. 20, s. 81; 1993, c. 15, s. 59(F); 1994, c. 47, s. 193; 2007, c. 25, s. 14; 2014, c. 20, ss. 326, 361(E), c. 32, ss. 15(F), 53; 2017, c. 6, s. 68; 2018, c. 27, s. 231.

13 [Repealed, 2014, c. 20, s. 327]

14 [Repealed, 2014, c. 20, s. 328]

d) elle crée de la confusion avec une marque de commerce déposée;

e) elle est un signe ou une combinaison de signes dont les articles 9 ou 10 interdisent l'adoption;

f) elle est une dénomination dont l'article 10.1 interdit l'adoption;

g) elle est constituée, en tout ou en partie, d'une indication géographique protégée désignant un vin et elle doit être enregistrée en liaison avec un vin dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication;

h) elle est constituée, en tout ou en partie, d'une indication géographique protégée désignant un spiritueux et elle doit être enregistrée en liaison avec un spiritueux dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication;

h.1) elle est constituée, en tout ou en partie, d'une indication géographique protégée et elle doit être enregistrée en liaison avec un produit agricole ou un aliment appartenant à la même catégorie figurant à l'annexe que celle à laquelle appartient le produit désigné par l'indication géographique protégée dont le lieu d'origine ne se trouve pas sur le territoire visé par l'indication;

i) elle est une marque dont l'adoption est interdite par le paragraphe 3(1) de la *Loi sur les marques olympiques et paralympiques*, sous réserve du paragraphe 3(3) et de l'alinéa 3(4)a) de cette loi.

Fonction utilitaire

(2) La marque de commerce n'est pas enregistrable si, à l'égard des produits ou services en liaison avec lesquels elle est employée, ou en liaison avec lesquels on projette de l'employer, ses caractéristiques résultent principalement d'une fonction utilitaire.

Marque de commerce distinctive

(3) La marque de commerce qui n'est pas enregistrable en raison des alinéas (1)a) ou b) peut être enregistrée si elle est distinctive à la date de production d'une demande d'enregistrement la concernant, déterminée compte non tenu du paragraphe 34(1), eu égard aux circonstances, notamment la durée de l'emploi qui en a été fait.

L.R. (1985), ch. T-13, art. 12; 1990, ch. 20, art. 81; 1993, ch. 15, art. 59(F); 1994, ch. 47, art. 193; 2007, ch. 25, art. 14; 2014, ch. 20, art. 326 et 361(A), ch. 32, art. 15(F) et 53; 2017, ch. 6, art. 68; 2018, ch. 27, art. 231.

13 [Abrogé, 2014, ch. 20, art. 327]

14 [Abrogé, 2014, ch. 20, art. 328]

Registration of confusing trademarks

15 Despite section 12, confusing trademarks are registrable if the applicant is the owner of all of the confusing trademarks.

R.S., 1985, c. T-13, s. 15; 2014, c. 20, s. 328.

Persons Entitled to Registration of Trademarks

Entitlement to registration

16 (1) Any applicant who has filed an application in accordance with subsection 30(2) for the registration of a registrable trademark is entitled, subject to section 38, to secure its registration in respect of the goods or services specified in the application, unless at the filing date of the application or the date of first use of the trademark in Canada, whichever is earlier, it was confusing with

- (a) a trademark that had been previously used in Canada or made known in Canada by any other person;
- (b) a trademark in respect of which an application for registration had been previously filed in Canada by any other person; or
- (c) a trade name that had been previously used in Canada by any other person.

Pending application

(2) The right of an applicant to secure registration of a registrable trademark is not affected by the previous filing of an application for registration of a confusing trademark by another person, unless the application for registration of the confusing trademark was pending on the day on which the applicant's application is advertised under subsection 37(1).

Previous use or making known

(3) The right of an applicant to secure registration of a registrable trademark is not affected by the previous use or making known of a confusing trademark or trade name by another person, if the confusing trademark or trade name was abandoned on the day on which the applicant's application is advertised under subsection 37(1).

Enregistrement de marques de commerce créant de la confusion

15 Malgré l'article 12, les marques de commerce créant de la confusion sont enregistrables si le requérant est le propriétaire de toutes ces marques.

L.R. (1985), ch. T-13, art. 15; 2014, ch. 20, art. 328.

Personnes ayant droit à l'enregistrement d'une marque de commerce

Droit à l'enregistrement

16 (1) Tout requérant qui a produit une demande conforme au paragraphe 30(2) en vue de l'enregistrement d'une marque de commerce enregistrable a droit, sous réserve de l'article 38, d'obtenir cet enregistrement à l'égard des produits ou services spécifiés dans la demande, à moins que, à la date de production de la demande ou à la date à laquelle la marque a été employée pour la première fois au Canada, la première éventualité étant à retenir, la marque n'ait créé de la confusion :

- a) soit avec une marque de commerce antérieurement employée ou révélée au Canada par une autre personne;
- b) soit avec une marque de commerce à l'égard de laquelle une demande d'enregistrement avait été antérieurement produite au Canada par une autre personne;
- c) soit avec un nom commercial qui avait été antérieurement employé au Canada par une autre personne.

Demande pendante

(2) Le droit, pour un requérant, d'obtenir l'enregistrement d'une marque de commerce enregistrable n'est pas atteint par la production antérieure, par une autre personne, d'une demande d'enregistrement d'une marque de commerce créant de la confusion, à moins que la demande d'enregistrement de la marque de commerce créant de la confusion n'ait été pendante à la date de l'annonce de la demande du requérant en application du paragraphe 37(1).

Emploi antérieur ou révélation antérieure

(3) Le droit, pour un requérant, d'obtenir l'enregistrement d'une marque de commerce enregistrable n'est pas atteint par l'emploi antérieur, ou la révélation antérieure, par une autre personne, d'une marque de commerce ou d'un nom commercial créant de la confusion, si la marque de commerce ou le nom commercial créant de la

*Trademarks*Persons Entitled to Registration of Trademarks
Sections 16-18*Marques de commerce*Personnes ayant droit à l'enregistrement d'une marque de commerce
Articles 16-18**(4)** [Repealed, 2014, c. 20, s. 330]**(5)** [Repealed, 2014, c. 20, s. 330]

R.S., 1985, c. T-13, s. 16; 1994, c. 47, s. 195; 2014, c. 20, ss. 330, 361(E), 362(E), c. 32, s. 53.

Validity and Effect of Registration

Effect of registration in relation to previous use, etc.

17 (1) No application for registration of a trademark that has been advertised in accordance with section 37 shall be refused and no registration of a trademark shall be expunged or amended or held invalid on the ground of any previous use or making known of a confusing trademark or trade name by a person other than the applicant for that registration or his predecessor in title, except at the instance of that other person or his successor in title, and the burden lies on that other person or his successor to establish that he had not abandoned the confusing trademark or trade name at the date of advertisement of the applicant's application.

When registration incontestable

(2) In proceedings commenced after the expiration of five years from the date of registration of a trademark or from July 1, 1954, whichever is the later, no registration shall be expunged or amended or held invalid on the ground of the previous use or making known referred to in subsection (1), unless it is established that the person who adopted the registered trademark in Canada did so with knowledge of that previous use or making known.

R.S., 1985, c. T-13, s. 17; 2014, c. 20, ss. 361(E), 362(E), c. 32, s. 56(F).

When registration invalid

18 (1) The registration of a trademark is invalid if

- (a)** the trademark was not registrable at the date of registration;
- (b)** the trademark is not distinctive at the time proceedings bringing the validity of the registration into question are commenced;
- (c)** the trademark has been abandoned;

confusion a été abandonné à la date de l'annonce de la demande du requérant en application du paragraphe 37(1).

(4) [Abrogé, 2014, ch. 20, art. 330]**(5)** [Abrogé, 2014, ch. 20, art. 330]

L.R. (1985), ch. T-13, art. 16; 1994, ch. 47, art. 195; 2014, ch. 20, art. 330, 361(A) et 362(A), ch. 32, art. 53.

Validité et effet de l'enregistrement

Effet de l'enregistrement relativement à l'emploi antérieur, etc.

17 (1) Aucune demande d'enregistrement d'une marque de commerce qui a été annoncée selon l'article 37 ne peut être refusée, et aucun enregistrement d'une marque de commerce ne peut être radié, modifié ou tenu pour invalide, du fait qu'une personne autre que l'auteur de la demande d'enregistrement ou son prédécesseur en titre a antérieurement employé ou révélé une marque de commerce ou un nom commercial créant de la confusion, sauf à la demande de cette autre personne ou de son successeur en titre, et il incombe à cette autre personne ou à son successeur d'établir qu'il n'avait pas abandonné cette marque de commerce ou ce nom commercial créant de la confusion, à la date de l'annonce de la demande du requérant.

Quand l'enregistrement est incontestable

(2) Dans des procédures ouvertes après l'expiration de cinq ans à compter de la date d'enregistrement d'une marque de commerce ou à compter du 1^{er} juillet 1954, en prenant la date qui est postérieure à l'autre, aucun enregistrement ne peut être radié, modifié ou jugé invalide du fait de l'emploi ou révélation antérieure mentionnée au paragraphe (1), à moins qu'il ne soit établi que la personne qui a adopté au Canada la marque de commerce déposée l'a fait alors qu'elle était au courant de cet emploi ou révélation antérieure.

L.R. (1985), ch. T-13, art. 17; 2014, ch. 20, art. 361(A) et 362(A), ch. 32, art. 56(F).

Quand l'enregistrement est invalide

18 (1) L'enregistrement d'une marque de commerce est invalide dans les cas suivants :

- a)** la marque de commerce n'était pas enregistrable à la date de l'enregistrement;
- b)** la marque de commerce n'est pas distinctive à l'époque où sont entamées les procédures contestant la validité de l'enregistrement;

(d) subject to section 17, the applicant for registration was not the person entitled to secure the registration; or

(e) the application for registration was filed in bad faith.

Exception

(2) No registration of a trademark that had been so used in Canada by the registrant or his predecessor in title as to have become distinctive at the date of registration shall be held invalid merely on the ground that evidence of the distinctiveness was not submitted to the competent authority or tribunal before the grant of the registration.

R.S., 1985, c. T-13, s. 18; 2014, c. 20, s. 361(E), c. 32, s. 19; 2018, c. 27, s. 218.

Not to limit art or industry

18.1 The registration of a trademark may be expunged by the Federal Court on the application of any person interested if the Court decides that the registration is likely to unreasonably limit the development of any art or industry.

2014, c. 20, s. 331.

Rights conferred by registration

19 Subject to sections 21, 32 and 67, the registration of a trademark in respect of any goods or services, unless shown to be invalid, gives to the owner of the trademark the exclusive right to the use throughout Canada of the trademark in respect of those goods or services.

R.S., 1985, c. T-13, s. 19; 1993, c. 15, s. 60; 2014, c. 20, s. 361(E), c. 32, s. 53.

Infringement

20 (1) The right of the owner of a registered trademark to its exclusive use is deemed to be infringed by any person who is not entitled to its use under this Act and who

(a) sells, distributes or advertises any goods or services in association with a confusing trademark or trade name;

(b) manufactures, causes to be manufactured, possesses, imports, exports or attempts to export any goods in association with a confusing trademark or trade name, for the purpose of their sale or distribution;

(c) sells, offers for sale or distributes any label or packaging, in any form, bearing a trademark or trade name, if

c) la marque de commerce a été abandonnée;

d) sous réserve de l'article 17, l'auteur de la demande n'était pas la personne ayant droit d'obtenir l'enregistrement;

e) la demande d'enregistrement a été produite de mauvaise foi.

Exception

(2) Nul enregistrement d'une marque de commerce qui était employée au Canada par l'inscrivant ou son prédécesseur en titre, au point d'être devenue distinctive à la date d'enregistrement, ne peut être considéré comme invalide pour la seule raison que la preuve de ce caractère distinctif n'a pas été soumise à l'autorité ou au tribunal compétent avant l'octroi de cet enregistrement.

L.R. (1985), ch. T-13, art. 18; 2014, ch. 20, art. 361(A), ch. 32, art. 19; 2018, ch. 27, art. 218.

Aucune restriction à l'art ou à l'industrie

18.1 L'enregistrement d'une marque de commerce peut être radié par la Cour fédérale, sur demande de toute personne intéressée, si le tribunal décide que l'enregistrement est vraisemblablement de nature à restreindre d'une façon déraisonnable le développement d'un art ou d'une industrie.

2014, ch. 20, art. 331.

Droits conférés par l'enregistrement

19 Sous réserve des articles 21, 32 et 67, l'enregistrement d'une marque de commerce à l'égard de produits ou services, sauf si son invalidité est démontrée, donne au propriétaire le droit exclusif à l'emploi de celle-ci, dans tout le Canada, en ce qui concerne ces produits ou services.

L.R. (1985), ch. T-13, art. 19; 1993, ch. 15, art. 60; 2014, ch. 20, art. 361(A), ch. 32, art. 53.

Violation

20 (1) Le droit du propriétaire d'une marque de commerce déposée à l'emploi exclusif de cette dernière est réputé être violé par une personne qui est non admise à l'employer selon la présente loi et qui :

a) soit vend, distribue ou annonce des produits ou services en liaison avec une marque de commerce ou un nom commercial créant de la confusion;

b) soit fabrique, fait fabriquer, a en sa possession, importe, exporte ou tente d'exporter des produits, en vue de leur vente ou de leur distribution et en liaison avec une marque de commerce ou un nom commercial créant de la confusion;

c) soit vend, offre en vente ou distribue des étiquettes ou des emballages, quelle qu'en soit la forme, portant

(i) the person knows or ought to know that the label or packaging is intended to be associated with goods or services that are not those of the owner of the registered trademark, and

(ii) the sale, distribution or advertisement of the goods or services in association with the label or packaging would be a sale, distribution or advertisement in association with a confusing trademark or trade name; or

(d) manufactures, causes to be manufactured, possesses, imports, exports or attempts to export any label or packaging, in any form, bearing a trademark or trade name, for the purpose of its sale or distribution or for the purpose of the sale, distribution or advertisement of goods or services in association with it, if

(i) the person knows or ought to know that the label or packaging is intended to be associated with goods or services that are not those of the owner of the registered trademark, and

(ii) the sale, distribution or advertisement of the goods or services in association with the label or packaging would be a sale, distribution or advertisement in association with a confusing trademark or trade name.

Deemed infringement under paragraph (1)(b)

(1.01) An infringement under paragraph (1)(b) is presumed, unless the contrary is proven, if a person who is not entitled to use a registered trademark imports goods on a commercial scale that bear a trademark that is identical to, or cannot be distinguished in its essential aspects from, the trademark registered for such goods.

Exception — *bona fide* use

(1.1) The registration of a trademark does not prevent a person from making, in a manner that is not likely to have the effect of depreciating the value of the goodwill attaching to the trademark,

(a) any *bona fide* use of his or her personal name as a trade name; or

une marque de commerce ou un nom commercial alors que :

(i) d'une part, elle sait ou devrait savoir que les étiquettes ou les emballages sont destinés à être associés à des produits ou services qui ne sont pas ceux du propriétaire de la marque de commerce déposée,

(ii) d'autre part, la vente, la distribution ou l'annonce des produits ou services en liaison avec les étiquettes ou les emballages constituerait une vente, une distribution ou une annonce en liaison avec une marque de commerce ou un nom commercial créant de la confusion;

d) soit fabrique, fait fabriquer, a en sa possession, importe, exporte ou tente d'exporter des étiquettes ou des emballages, quelle qu'en soit la forme, portant une marque de commerce ou un nom commercial, en vue de leur vente ou de leur distribution ou en vue de la vente, de la distribution ou de l'annonce de produits ou services en liaison avec ceux-ci, alors que :

(i) d'une part, elle sait ou devrait savoir que les étiquettes ou les emballages sont destinés à être associés à des produits ou services qui ne sont pas ceux du propriétaire de la marque de commerce déposée,

(ii) d'autre part, la vente, la distribution ou l'annonce des produits ou services en liaison avec les étiquettes ou les emballages constituerait une vente, une distribution ou une annonce en liaison avec une marque de commerce ou un nom commercial créant de la confusion.

Présomption de violation aux termes de l'alinéa (1)b)

(1.01) Est réputé, sauf preuve contraire, une violation aux termes de l'alinéa (1)b) le fait pour une personne qui est non admise à employer une marque de commerce déposée d'importer à l'échelle commerciale des produits qui portent une marque de commerce identique à la marque de commerce déposée à l'égard de tels produits ou impossible à distinguer de celle-ci dans ses aspects essentiels.

Exception — emploi de bonne foi

(1.1) L'enregistrement d'une marque de commerce n'a pas pour effet d'empêcher une personne d'employer les éléments ci-après de bonne foi et d'une manière non susceptible d'entraîner la diminution de la valeur de l'achalandage attaché à la marque de commerce :

a) son nom personnel comme nom commercial;

(b) any *bona fide* use, other than as a trademark, of the geographical name of his or her place of business or of any accurate description of the character or quality of his or her goods or services.

Exception — utilitarian feature

(1.2) The registration of a trademark does not prevent a person from using any utilitarian feature embodied in the trademark.

Exception

(2) The registration of a trademark does not prevent a person from making any use of any of the indications mentioned in subsection 11.18(3) in association with a wine, any of the indications mentioned in subsection 11.18(4) in association with a spirit or any of the indications mentioned in subsection 11.18(4.1) in association with an agricultural product or food.

R.S., 1985, c. T-13, s. 20; 1994, c. 47, s. 196; 2014, c. 20, ss. 361(E), 362(E), c. 32, ss. 22, 56(F); 2017, c. 6, s. 69; 2020, c. 1, s. 108.

Concurrent use of confusing marks

21 (1) If, in any proceedings respecting a registered trademark the registration of which is entitled to the protection of subsection 17(2), it is made to appear to the Federal Court that one of the parties to the proceedings, other than the registered owner of the trademark, had in good faith used a confusing trademark or trade name in Canada before the filing date of the application for that registration, and the Court considers that it is not contrary to the public interest that the continued use of the confusing trademark or trade name should be permitted in a defined territorial area concurrently with the use of the registered trademark, the Court may, subject to any terms that it considers just, order that the other party may continue to use the confusing trademark or trade name within that area with an adequate specified distinction from the registered trademark.

Registration of order

(2) The rights conferred by an order made under subsection (1) take effect only if, within three months from its date, the other party makes application to the Registrar to enter it on the register in connection with the registration of the registered trademark.

R.S., 1985, c. T-13, s. 21; 2014, c. 20, ss. 333(E), 361(E).

b) le nom géographique de son siège d'affaires ou toute description exacte du genre ou de la qualité de ses produits ou services, sauf si elle les emploie à titre de marque de commerce.

Exception — caractéristique utilitaire

(1.2) L'enregistrement d'une marque de commerce n'a pas pour effet d'empêcher une personne d'utiliser toute caractéristique utilitaire incorporée dans la marque.

Exception

(2) L'enregistrement d'une marque de commerce n'a pas pour effet d'empêcher une personne d'employer les indications mentionnées au paragraphe 11.18(3) en liaison avec un vin, les indications mentionnées au paragraphe 11.18(4) en liaison avec un spiritueux ou les indications mentionnées au paragraphe 11.18(4.1) en liaison avec un produit agricole ou aliment.

L.R. (1985), ch. T-13, art. 20; 1994, ch. 47, art. 196; 2014, ch. 20, art. 361(A) et 362(A), ch. 32, art. 22 et 56(F); 2017, ch. 6, art. 69; 2020, ch. 1, art. 108.

Emploi simultané de marques créant de la confusion

21 (1) Si, dans des procédures relatives à une marque de commerce déposée dont l'enregistrement est protégé aux termes du paragraphe 17(2), il est démontré à la Cour fédérale que l'une des parties aux procédures, autre que le propriétaire inscrit de la marque de commerce, avait de bonne foi employé au Canada une marque de commerce ou un nom commercial créant de la confusion, avant la date de la production de la demande en vue de cet enregistrement, et si le tribunal considère qu'il n'est pas contraire à l'intérêt public que l'emploi continu de la marque de commerce ou du nom commercial créant de la confusion soit permis dans une région territoriale définie simultanément avec l'emploi de la marque de commerce déposée, il peut, sous réserve des conditions qu'il estime justes, ordonner que cette autre partie puisse continuer à employer la marque de commerce ou le nom commercial créant de la confusion, dans cette région, avec une distinction suffisante et spécifiée d'avec la marque de commerce déposée.

Inscription de l'ordonnance

(2) Les droits conférés par une ordonnance rendue aux termes du paragraphe (1) ne prennent effet que si, dans les trois mois qui suivent la date de l'ordonnance, cette autre partie demande au registraire de l'inscrire au registre, en ce qui regarde l'enregistrement de la marque de commerce déposée.

L.R. (1985), ch. T-13, art. 21; 2014, ch. 20, art. 333(A) et 361(A).

Depreciation of goodwill

22 (1) No person shall use a trademark registered by another person in a manner that is likely to have the effect of depreciating the value of the goodwill attaching thereto.

Action

(2) In any action in respect of a use of a trademark contrary to subsection (1), the court may decline to order the recovery of damages or profits and may permit the defendant to continue to sell goods bearing the trademark that were in the defendant's possession or under their control at the time notice was given to them that the owner of the registered trademark complained of the use of the trademark.

R.S., 1985, c. T-13, s. 22; 2014, c. 20, s. 361(E), c. 32, ss. 23, 53.

Certification Marks

Registration of certification marks

23 (1) A certification mark may be adopted and registered only by a person who is not engaged in the manufacture, sale, leasing or hiring of goods or the performance of services such as those in association with which the certification mark is used or proposed to be used.

Licence

(2) The owner of a certification mark may license others to use it in association with goods or services that meet the defined standard, and the use of the certification mark accordingly is deemed to be use by the owner.

Unauthorized use

(3) The owner of a registered certification mark may prevent its use by unlicensed persons or in association with any goods or services in respect of which it is registered but to which the licence does not extend.

Action by unincorporated body

(4) If the owner of a registered certification mark is an unincorporated body, any action or proceeding to prevent unauthorized use of the certification mark may be brought by any member of that body on behalf of themselves and all other members.

R.S., 1985, c. T-13, s. 23; 2014, c. 20, s. 334, c. 32, s. 53.

Dépréciation de l'achalandage

22 (1) Nul ne peut employer une marque de commerce déposée par une autre personne d'une manière susceptible d'entraîner la diminution de la valeur de l'achalandage attaché à cette marque de commerce.

Action à cet égard

(2) Dans toute action concernant un emploi contraire au paragraphe (1), le tribunal peut refuser d'ordonner le recouvrement de dommages-intérêts ou de profits, et permettre au défendeur de continuer à vendre tout produit portant cette marque de commerce qui était en sa possession ou sous son contrôle lorsque avis lui a été donné que le propriétaire de la marque de commerce déposée se plaignait de cet emploi.

L.R. (1985), ch. T-13, art. 22; 2014, ch. 20, art. 361(A), ch. 32, art. 23 et 53.

Marques de certification

Enregistrement de marques de certification

23 (1) Une marque de certification ne peut être adoptée et déposée que par une personne qui ne se livre pas à la fabrication, à la vente, à la location à bail ou au louage de produits ni à l'exécution de services, tels que ceux en liaison avec lesquels la marque de certification est employée ou en liaison avec lesquels on projette de l'employer.

Autorisation

(2) Le propriétaire d'une marque de certification peut autoriser d'autres personnes à l'employer en liaison avec des produits ou services qui se conforment à la norme définie, et l'emploi de la marque en conséquence est réputé un emploi par le propriétaire.

Emploi non autorisé

(3) Le propriétaire d'une marque de certification déposée peut empêcher qu'elle soit employée par des personnes non autorisées ou en liaison avec des produits ou services à l'égard desquels elle est déposée, mais auxquels l'autorisation ne s'étend pas.

Un organisme non constitué en personne morale peut intenter une action

(4) Lorsque le propriétaire d'une marque de certification déposée est un organisme non constitué en personne morale, une action ou procédure en vue d'empêcher l'emploi non autorisé de cette marque peut être intentée par tout membre de cet organisme en son propre nom et pour le compte de tous les autres membres.

L.R. (1985), ch. T-13, art. 23; 2014, ch. 20, art. 334, ch. 32, art. 53.

Registration of trademark confusing with certification mark

24 With the consent of the owner of a certification mark, a trademark confusing with the certification mark may, if it exhibits an appropriate difference, be registered by some other person to indicate that the goods or services in association with which it is used have been manufactured, sold, leased, hired or performed by him as one of the persons entitled to use the certification mark, but the registration thereof shall be expunged by the Registrar on the withdrawal at any time of the consent of the owner of the certification mark or on the cancellation of the registration of the certification mark.

R.S., 1985, c. T-13, s. 24; 2014, c. 20, ss. 335(F), 361(E), c. 32, ss. 25(F), 53(E).

Descriptive certification mark

25 A certification mark that is descriptive of the place of origin of goods or services, and not confusing with any registered trademark, is registrable if the applicant is the administrative authority of a country, state, province or municipality that includes or forms part of the area indicated by the certification mark, or is a commercial association that has an office or representative in that area, but the owner of any certification mark registered under this section shall permit its use in association with any goods or services produced or performed in the area of which it is descriptive.

R.S., 1985, c. T-13, s. 25; 2014, c. 20, s. 336, c. 32, s. 26.

Register of Trademarks**Register**

26 (1) There shall be kept under the supervision of the Registrar a register of trademarks and of transfers, disclaimers, amendments, judgments and orders relating to each registered trademark.

Information to be shown

(2) The register shall show, with reference to each registered trademark, the following:

- (a)** the date of registration;
- (b)** a summary of the application for registration;

Enregistrement d'une marque de commerce créant de la confusion avec la marque de certification

24 Avec le consentement du propriétaire d'une marque de certification, une marque de commerce créant de la confusion avec la marque de certification peut, si elle présente une différence caractéristique, être déposée par toute autre personne en vue d'indiquer que les produits en liaison avec lesquels elle est employée ont été fabriqués, vendus, donnés à bail ou loués, et que les services en liaison avec lesquels elle est employée ont été exécutés par elle comme étant une des personnes ayant droit d'employer la marque de certification, mais l'enregistrement de cette marque de commerce est radié par le registraire sur le retrait du consentement du propriétaire de la marque de certification, ou sur annulation de l'enregistrement de la marque de certification.

L.R. (1985), ch. T-13, art. 24; 2014, ch. 20, art. 335(F) et 361(A), ch. 32, art. 25(F) et 53(A).

Marque de certification descriptive

25 Une marque de certification descriptive du lieu d'origine des produits ou services et ne créant aucune confusion avec une marque de commerce déposée est enregistrable si le requérant est l'autorité administrative d'un pays, d'un État, d'une province ou d'une municipalité comprenant la région indiquée par la marque de certification ou en faisant partie, ou est une association commerciale ayant un bureau ou un représentant dans une telle région. Toutefois, le propriétaire d'une marque de certification déposée aux termes du présent article doit en permettre l'emploi en liaison avec tout produit ou service dont la région de production ou d'exécution est celle que désigne la marque de certification.

L.R. (1985), ch. T-13, art. 25; 2014, ch. 20, art. 336, ch. 32, art. 26.

Registre des marques de commerce**Registre**

26 (1) Est tenu, sous la surveillance du registraire, le registre des marques de commerce ainsi que des transferts, désistements, modifications, jugements et ordonnances concernant chaque marque de commerce déposée.

Renseignements à indiquer

(2) Le registre indique, relativement à chaque marque de commerce déposée :

- a)** la date de l'enregistrement;
- b)** un sommaire de la demande d'enregistrement;

(c) a summary of all documents deposited with the application or subsequently thereto and affecting the rights to the trademark;

(d) particulars of each renewal;

(e) particulars of each change of name and address;

(e.1) the names of the goods or services in respect of which the trademark is registered, grouped according to the classes of the Nice Classification, each group being preceded by the number of the class of the Nice Classification to which that group of goods or services belongs and presented in the order of the classes of the Nice Classification; and

(f) such other particulars as this Act or the regulations require to be entered thereon.

R.S., 1985, c. T-13, s. 26; 1993, c. 15, s. 61; 2014, c. 20, ss. 337, 361(E), c. 32, s. 27.

Register under *Unfair Competition Act*

27 (1) The register kept under the *Unfair Competition Act*, chapter 274 of the Revised Statutes of Canada, 1952, forms part of the register kept under this Act and, subject to subsection 44(2), no entry made therein, if properly made according to the law in force at the time it was made, is subject to be expunged or amended only because it might not properly have been made pursuant to this Act.

Trademarks registered before *Unfair Competition Act*

(2) Trademarks on the register on September 1, 1932 shall be treated as design marks or word marks as defined in the *Unfair Competition Act*, chapter 274 of the Revised Statutes of Canada, 1952, according to the following rules:

(a) any trademark consisting only of words or numerals or both without any indication of a special form or appearance shall be deemed to be a word mark;

(b) any other trademark consisting only of words or numerals or both shall be deemed to be a word mark if at the date of its registration the words or numerals or both would have been registrable independently of any defined special form or appearance and shall also be deemed to be a design mark for reading matter presenting the special form or appearance defined;

(c) any trademark including words or numerals or both in combination with other features shall be deemed

c) un sommaire de tous les documents déposés avec la demande ou par la suite et affectant les droits à cette marque de commerce;

d) les détails de chaque renouvellement;

e) les détails de chaque changement de nom et d'adresse;

e.1) le nom des produits ou services à l'égard desquels cette marque est enregistrée, groupés selon les classes de la classification de Nice, chaque groupe étant précédé du numéro de la classe de cette classification à laquelle il appartient et étant présenté dans l'ordre des classes de cette classification;

f) les autres détails dont la présente loi ou les règlements exigent l'inscription.

L.R. (1985), ch. T-13, art. 26; 1993, ch. 15, art. 61; 2014, ch. 20, art. 337 et 361(A), ch. 32, art. 27.

Registre prévu par la *Loi sur la concurrence déloyale*

27 (1) Le registre tenu aux termes de la *Loi sur la concurrence déloyale*, chapitre 274 des Statuts révisés du Canada de 1952, fait partie du registre tenu en vertu de la présente loi et, sous réserve du paragraphe 44(2), aucune inscription y paraissant, si elle a été dûment opérée selon la loi en vigueur à l'époque où elle a été faite, n'est sujette à radiation ou à modification pour la seule raison qu'elle pourrait n'avoir pas été dûment opérée en conformité avec la présente loi.

Les marques de commerce déposées avant la *Loi sur la concurrence déloyale*

(2) Les marques de commerce figurant au registre le 1^{er} septembre 1932 sont considérées comme des dessins-marques ou comme des mots servant de marques, selon les définitions qu'en donne la *Loi sur la concurrence déloyale*, chapitre 274 des Statuts révisés du Canada de 1952, aux conditions suivantes :

a) toute marque de commerce consistant seulement en mots ou chiffres ou formée de mots et chiffres, sans indication de forme ou de présentation particulière, est réputée être un mot servant de marque;

b) toute autre marque de commerce consistant seulement en mots ou chiffres ou formée de mots et chiffres est réputée être un mot servant de marque si, à la date de son enregistrement, les mots ou les chiffres ou les mots et chiffres avaient été enregistrables indépendamment de toute forme ou présentation particulière définie, et est aussi réputée être un dessin-marque pour le texte ayant la forme ou présentation particulière définie;

(i) to be a design mark having the features described in the application therefor but without any meaning being attributed to the words or numerals, and

(ii) to be a word mark if and so far as it would at the date of registration have been registrable independently of any defined form or appearance and without being combined with any other feature; and

(d) any other trademark shall be deemed to be a design mark having the features described in the application therefor.

Trademarks registered under *Unfair Competition Act*

(3) Trademarks registered under the *Unfair Competition Act*, chapter 274 of the Revised Statutes of Canada, 1952, shall, in accordance with their registration, continue to be treated as design marks or word marks as defined in that Act.

R.S., 1985, c. T-13, s. 27; 2014, c. 20, s. 361(E).

28 [Repealed, 2018, c. 27, s. 255]

Available to public

29 (1) The following shall be made available to the public at the times and in the manner established by the Registrar:

- (a) the register;
- (b) all applications for the registration of a trademark, including those abandoned;
- (c) [Repealed, 2018, c. 27, s. 256]
- (d) the list of geographical indications kept under subsection 11.12(1);
- (e) all requests made under paragraph 9(1)(n); and
- (f) all documents filed with the Registrar relating to a registered trademark, an application for the registration of a trademark, a request under paragraph 9(1)(n) and objection proceedings under section 11.13.

Certified copies

(2) The Registrar shall, on request and on payment of the prescribed fee, furnish a copy certified by the

c) toute marque de commerce comprenant des mots ou des chiffres ou les deux en combinaison avec d'autres caractéristiques est réputée :

(i) d'une part, être un dessin-marque possédant les caractéristiques décrites dans la demande à cet égard, mais sans qu'un sens soit attribué aux mots ou chiffres,

(ii) d'autre part, être un mot servant de marque lorsque, à la date de l'enregistrement, elle aurait été enregistrable indépendamment de toute forme ou présentation définie et sans avoir été combinée avec une autre caractéristique, et dans cette mesure;

d) toute autre marque de commerce est réputée être un dessin-marque ayant les caractéristiques décrites dans la demande qui en a été faite.

Les marques de commerce déposées en vertu de la *Loi sur la concurrence déloyale*

(3) Les marques de commerce déposées en vertu de la *Loi sur la concurrence déloyale*, chapitre 274 des Statuts révisés du Canada de 1952, continuent, en conformité avec leur enregistrement, à être traitées comme des dessins-marques ou comme des mots servant de marque, selon les définitions qu'en donne cette loi.

L.R. (1985), ch. T-13, art. 27; 2014, ch. 20, art. 361(A).

28 [Abrogé, 2018, ch. 27, art. 255]

Accessibilité

29 (1) Sont accessibles au public selon les modalités que le registraire fixe :

- a) le registre;
- b) les demandes d'enregistrement d'une marque de commerce, y compris celles qui sont abandonnées;
- c) [Abrogé, 2018, ch. 27, art. 256]
- d) la liste des indications géographiques tenue aux termes du paragraphe 11.12(1);
- e) les demandes présentées au titre de l'alinéa 9(1)n);
- f) les documents produits auprès du registraire relativement à une marque de commerce déposée, à une demande d'enregistrement de marque de commerce, à une demande présentée au titre de l'alinéa 9(1)n) et à une procédure d'opposition visée à l'article 11.13.

Copies certifiées

(2) Le registraire fournit, sur demande et sur paiement du droit prescrit à cet égard, une copie, certifiée par lui,

Registrar of any entry in the register or list, or of any of those applications, requests or documents.

R.S., 1985, c. T-13, s. 29; 1993, c. 15, s. 63; 1994, c. 47, s. 197; 2014, c. 20, s. 361(E), c. 32, s. 28; 2018, c. 27, s. 256.

Destruction of records

29.1 Despite subsection 29(1), the Registrar may destroy

- (a) an application for the registration of a trademark that is refused and any document relating to the application, at any time after six years after the day on which the application is refused or, if an appeal is taken, on which final judgment in the appeal upholding the refusal is given;
- (b) an application for the registration of a trademark that is abandoned and any document relating to the application, at any time after six years after the day on which the application is abandoned;
- (c) a document relating to an expunged registration of a trademark, at any time after six years after the day on which the registration is expunged;
- (d) a request under paragraph 9(1)(n) and any document relating to it, at any time after six years after
 - (i) the day on which the request is abandoned,
 - (ii) the day on which the request is refused or, if an appeal is taken, on which final judgment in the appeal upholding the refusal is given, or
 - (iii) the day on which a court declares that the badge, crest, emblem or mark in question is invalid or, if an appeal is taken, on which final judgment in the appeal upholding the declaration is given;
- (e) a document relating to objection proceedings under section 11.13 with respect to a geographical indication that is removed from the list of geographical indications under subsection 11.12(4), at any time after six years after the day on which it is removed; and
- (f) a document relating to objection proceedings under section 11.13 with respect to which a decision is made that the indication is not a geographical indication, at any time after six years after the day on which the decision is made or, if an appeal is taken, on which final judgment in the appeal upholding the decision is given.

2014, c. 32, s. 28; 2014, c. 20, s. 361(E).

de toute inscription faite dans le registre ou sur la liste, ou de l'un de ces documents ou demandes.

L.R. (1985), ch. T-13, art. 29; 1993, ch. 15, art. 63; 1994, ch. 47, art. 197; 2014, ch. 20, art. 361(A), ch. 32, art. 28; 2018, ch. 27, art. 256.

Destruction of documents

29.1 Malgré le paragraphe 29(1), le registraire peut détruire :

- a) la demande d'enregistrement d'une marque de commerce qui a été rejetée et tout document lié à celle-ci, six ans après la date du rejet ou, en cas d'appel, celle du jugement définitif confirmant le rejet;
- b) la demande d'enregistrement d'une marque de commerce qui a été abandonnée et tout document lié à celle-ci, six ans après la date de l'abandon;
- c) tout document lié à un enregistrement radié d'une marque de commerce, six ans après la date de la radiation;
- d) la demande présentée au titre de l'alinéa 9(1)n) et tout document lié à celle-ci, six ans après :
 - (i) la date de l'abandon de la demande,
 - (ii) la date du rejet de celle-ci ou, en cas d'appel, celle du jugement définitif confirmant le rejet,
 - (iii) la date où un tribunal déclare invalide l'insigne, l'écusson, la marque ou l'emblème ou, en cas d'appel, celle du jugement définitif confirmant l'invalidité;
- e) tout document lié à une procédure d'opposition visée à l'article 11.13 portant sur une indication géographique qui a été supprimée de la liste des indications géographiques en vertu du paragraphe 11.12(4), six ans après la date de cette suppression;
- f) tout document lié à une procédure d'opposition visée à l'article 11.13 qui résulte en une décision qu'une indication n'est pas une indication géographique, six ans après la date de cette décision ou, en cas d'appel, celle du jugement définitif confirmant cette décision.

2014, ch. 32, art. 28; 2014, ch. 20, art. 361(A).

Applications for Registration of Trademarks

Requirements for application

30 (1) A person may file with the Registrar an application for the registration of a trademark in respect of goods or services if they are using or propose to use, and are entitled to use, the trademark in Canada in association with those goods or services.

Contents of application

(2) The application shall contain

(a) a statement in ordinary commercial terms of the goods or services in association with which the trademark is used or proposed to be used;

(b) in the case of a certification mark, particulars of the defined standard that the use of the certification mark is intended to indicate and a statement that the applicant is not engaged in the manufacture, sale, leasing or hiring of goods or the performance of services such as those in association with which the certification mark is used or proposed to be used;

(c) a representation or description, or both, that permits the trademark to be clearly defined and that complies with any prescribed requirements; and

(d) any prescribed information or statement.

Nice Classification

(3) The goods or services referred to in paragraph (2)(a) are to be grouped according to the classes of the Nice Classification, each group being preceded by the number of the class of the Nice Classification to which that group of goods or services belongs and presented in the order of the classes of the Nice Classification.

Disagreement

(4) Any question arising as to the class within which any goods or services are to be grouped shall be determined by the Registrar, whose determination is not subject to appeal.

R.S., 1985, c. T-13, s. 30; 1993, c. 15, s. 64; 1994, c. 47, s. 198; 2014, c. 20, s. 339, c. 32, s. 53.

Standard characters

31 An applicant who seeks to register a trademark that consists only of letters, numerals, punctuation marks,

Demandes d'enregistrement de marques de commerce

Demande

30 (1) Une personne peut produire auprès du registraire une demande en vue de l'enregistrement d'une marque de commerce à l'égard de produits ou services si elle emploie ou projette d'employer — et a droit d'employer — la marque de commerce au Canada en liaison avec ces produits ou services.

Contenu de la demande

(2) La demande contient :

a) un état, dressé dans les termes ordinaires du commerce, des produits ou services en liaison avec lesquels la marque de commerce est employée ou en liaison avec lesquels on projette de l'employer;

b) dans le cas d'une marque de certification, les détails de la norme définie que son emploi est destiné à indiquer et une déclaration portant que le requérant ne se livre pas à la fabrication, à la vente, à la location à bail ou au louage de produits ni à l'exécution de services, tels que ceux en liaison avec lesquels elle est employée ou en liaison avec lesquels on projette de l'employer;

c) une représentation, une description ou une combinaison des deux qui permettent de définir clairement la marque de commerce et qui sont conformes à toute exigence prescrite;

d) toute déclaration ou tout renseignement prescrits.

Classification de Nice

(3) Les produits ou services visés à l'alinéa (2)a) sont groupés selon les classes de la classification de Nice, chaque groupe étant précédé du numéro de la classe de cette classification à laquelle il appartient et étant présenté dans l'ordre des classes de cette classification.

Désaccord

(4) Toute question soulevée à propos de la classe dans laquelle un produit ou un service doit être groupé est tranchée par le registraire, dont la décision est sans appel.

L.R. (1985), ch. T-13, art. 30; 1993, ch. 15, art. 64; 1994, ch. 47, art. 198; 2014, ch. 20, art. 339, ch. 32, art. 53.

Caractères standard

31 Le requérant, s'il veut enregistrer une marque de commerce qui consiste uniquement en des lettres, des

diacritics or typographical symbols, or of any combination of them, without limiting the trademark to any particular font, size or colour shall

(a) file a representation under paragraph 30(2)(c) that consists only of characters for which the Registrar has adopted standard characters;

(b) include in their application a statement to the effect that they wish the trademark to be registered in standard characters; and

(c) comply with any prescribed requirements.

R.S., 1985, c. T-13, s. 31; 2014, c. 20, s. 339.

Further evidence in certain cases

32 (1) An applicant shall furnish the Registrar with any evidence that the Registrar may require establishing that the trademark is distinctive at the filing date of the application for its registration, determined without taking into account subsection 34(1), if any of the following apply:

(a) the applicant claims that their trademark is registrable under subsection 12(3);

(b) the Registrar's preliminary view is that the trademark is not inherently distinctive;

(c) the trademark consists exclusively of a single colour or of a combination of colours without delineated contours;

(d) the trademark consists exclusively or primarily of one or more of the following signs:

(i) the three-dimensional shape of any of the goods specified in the application, or of an integral part or the packaging of any of those goods,

(ii) a mode of packaging goods,

(iii) a sound,

(iv) a scent,

(v) a taste,

(vi) a texture,

(vii) any other prescribed sign.

Registration to be restricted

(2) The Registrar shall, having regard to the evidence adduced, restrict the registration to the goods or services in association with which, and to the defined territorial area

chiffres, des signes de ponctuation, diacritiques ou typographiques ou en une combinaison de ces choses et qui n'est pas limitée à une police, une taille ou une couleur précises, est tenu :

a) de fournir, en application de l'alinéa 30(2)c), une représentation qui consiste uniquement en des caractères pour lesquels le registraire a adopté des caractères standard;

b) de fournir, dans sa demande, une déclaration portant qu'il souhaite que la marque de commerce soit enregistrée en caractères standard;

c) de se conformer à toute exigence prescrite.

L.R. (1985), ch. T-13, art. 31; 2014, ch. 20, art. 339.

Autres preuves dans certains cas

32 (1) Le requérant fournit au registraire toute preuve que celui-ci peut exiger établissant que la marque de commerce est distinctive à la date de production de la demande d'enregistrement, déterminée compte non tenu du paragraphe 34(1), si selon le cas :

a) le requérant prétend qu'elle est enregistrable en vertu du paragraphe 12(3);

b) elle n'a pas, selon l'avis préliminaire du registraire, de caractère distinctif inhérent;

c) elle consiste exclusivement en une seule couleur ou en une combinaison de couleurs sans contour délimité;

d) elle consiste exclusivement ou principalement en l'un ou plusieurs des signes suivants :

(i) la forme tridimensionnelle de tout produit spécifié dans la demande ou d'une partie essentielle ou de l'emballage d'un tel produit,

(ii) la façon d'emballer un produit,

(iii) un son,

(iv) une odeur,

(v) un goût,

(vi) une texture,

(vii) tout autre signe prescrit.

L'enregistrement est restreint

(2) Le registraire restreint, eu égard à la preuve fournie, l'enregistrement aux produits ou services en liaison avec lesquels il est démontré que la marque de commerce est

in Canada in which, the trademark is shown to be distinctive.

R.S., 1985, c. T-13, s. 32; 2014, c. 20, s. 339, c. 32, ss. 53, 56(F); 2018, c. 27, s. 232.

Filing date

33 (1) The filing date of an application for the registration of a trademark in Canada is the day on which the Registrar has received all of the following:

- (a) an explicit or implicit indication that the registration of the trademark is sought;
- (b) information allowing the identity of the applicant to be established;
- (c) information allowing the Registrar to contact the applicant;
- (d) a representation or description of the trademark;
- (e) a list of the goods or services for which registration of the trademark is sought;
- (f) any prescribed fees.

Outstanding items

(2) The Registrar shall notify the applicant whose application does not contain all the items set out in subsection (1) of the items that are outstanding and require that the applicant submit them within two months of the date of the notice. Despite section 47, that period cannot be extended.

Application deemed never filed

(3) If the Registrar does not receive the outstanding items within those two months, the application is deemed never to have been filed. However, any fees paid in respect of the application shall not be refunded to the applicant.

R.S., 1985, c. T-13, s. 33; 2014, c. 20, s. 339.

Date of application abroad deemed date of application in Canada

34 (1) Despite subsection 33(1), when an applicant files an application for the registration of a trademark in Canada after the applicant or the applicant's predecessor in title has applied, in or for any country of the Union other than Canada, for the registration of the same or substantially the same trademark in association with the same kind of goods or services, the filing date of the application in or for the other country is deemed to be the filing date of the application in Canada and the applicant is entitled to priority in Canada accordingly despite any

distinctive, et à la région territoriale définie au Canada où, d'après ce qui est démontré, la marque de commerce est distinctive.

L.R. (1985), ch. T-13, art. 32; 2014, ch. 20, art. 339, ch. 32, art. 53 et 56(F); 2018, ch. 27, art. 232.

Date de production de la demande

33 (1) La date de production de la demande d'enregistrement d'une marque de commerce au Canada est la date à laquelle le registraire a reçu :

- a) l'indication, explicite ou implicite, que l'enregistrement de la marque de commerce est demandé;
- b) des renseignements permettant d'établir l'identité du requérant;
- c) des renseignements lui permettant de contacter le requérant;
- d) une représentation ou une description de la marque de commerce;
- e) la liste des produits ou services à l'égard desquels l'enregistrement est demandé;
- f) les droits prescrits.

Éléments manquants

(2) Le registraire notifie au requérant dont la demande ne contient pas tous les éléments visés au paragraphe (1) les éléments manquants et exige que le requérant les soumette dans les deux mois suivant la date de la notification. Malgré l'article 47, ce délai ne peut être prolongé.

Demande réputée non produite

(3) Si le registraire ne reçoit pas les éléments manquants dans ce délai, la demande est réputée ne pas avoir été produite. Les droits payés dans le cadre de la demande ne sont toutefois pas remboursables.

L.R. (1985), ch. T-13, art. 33; 2014, ch. 20, art. 339.

La date de demande à l'étranger est réputée être la date de demande au Canada

34 (1) Malgré le paragraphe 33(1), lorsqu'un requérant produit une demande pour l'enregistrement d'une marque de commerce au Canada après que lui ou son prédécesseur en titre a produit une demande d'enregistrement, dans un autre pays de l'Union, ou pour un autre pays de l'Union, de la même marque de commerce, ou sensiblement la même, en liaison avec le même genre de produits ou services, la date de production de la demande dans l'autre pays, ou pour l'autre pays, est réputée être la date de production de la demande au Canada, et le

intervening use in Canada or making known in Canada or any intervening application or registration, if

- (a) the filing date of the application in Canada is within a period of six months after the date on which the earliest application was filed in or for any country of the Union for the registration of the same or substantially the same trademark in association with the same kind of goods or services;
- (b) the applicant files a request for priority in the prescribed time and manner and informs the Registrar of the filing date and country or office of filing of the application on which the request is based;
- (c) the applicant, at the filing date of the application in Canada, is a citizen or national of or domiciled in a country of the Union or has a real and effective industrial or commercial establishment in a country of the Union; and
- (d) the applicant furnishes, in accordance with any request under subsections (2) and (3), evidence necessary to fully establish the applicant's right to priority.

Evidence requests

(2) The Registrar may request the evidence before the day on which the trademark is registered under section 40.

How and when evidence must be furnished

(3) The Registrar may specify in the request the manner in which the evidence must be furnished and the period within which it must be furnished.

Withdrawal of request

(4) An applicant may, in the prescribed time and manner, withdraw a request for priority.

Extension

(5) An applicant is not permitted to apply under section 47 for an extension of the six-month period referred to in paragraph (1)(a) until that period has ended, and the Registrar is not permitted to extend the period by more than seven days.

R.S., 1985, c. T-13, s. 34; 1992, c. 1, s. 133; 1993, c. 15, s. 65; 1994, c. 47, s. 199; 2014, c. 20, s. 340, c. 32, s. 53.

requérant a droit, au Canada, à une priorité correspondante malgré tout emploi ou toute révélation faite au Canada, ou toute demande ou tout enregistrement survenu, dans l'intervalle, si les conditions suivantes sont réunies :

- a) la date de production de la demande d'enregistrement au Canada ne dépasse pas de plus de six mois la production, dans un pays de l'Union, ou pour un pays de l'Union, de la plus ancienne demande d'enregistrement de la même marque de commerce, ou sensiblement la même, en liaison avec le même genre de produits ou services;
- b) le requérant produit une demande de priorité selon les modalités prescrites et informe le registraire du nom du pays ou du bureau où a été produite la demande d'enregistrement sur laquelle la demande de priorité est fondée, ainsi que de la date de production de cette demande d'enregistrement;
- c) à la date de production de la demande d'enregistrement au Canada, le requérant est un citoyen ou ressortissant d'un pays de l'Union, ou y est domicilié, ou y a un établissement industriel ou commercial effectif et sérieux;
- d) le requérant, sur demande faite en application des paragraphes (2) ou (3), fournit toute preuve nécessaire pour établir pleinement son droit à la priorité.

Preuve

(2) Le registraire peut requérir cette preuve avant l'enregistrement de la marque de commerce aux termes de l'article 40.

Modalités

(3) Le registraire peut, dans sa demande, préciser les modalités, notamment le délai, de transmission de cette preuve.

Retrait

(4) Le requérant peut, selon les modalités prescrites, retirer sa demande de priorité.

Prolongation

(5) Le requérant ne peut demander la prolongation, au titre de l'article 47, de la période de six mois prévue à l'alinéa (1)a qu'après l'expiration de celle-ci. Le registraire ne peut la prolonger que d'au plus sept jours.

L.R. (1985), ch. T-13, art. 34; 1992, ch. 1, art. 133; 1993, ch. 15, art. 65; 1994, ch. 47, art. 199; 2014, ch. 20, art. 340, ch. 32, art. 53.

Disclaimer

35 The Registrar may require an applicant for registration of a trademark to disclaim the right to the exclusive use apart from the trademark of such portion of the trademark as is not independently registrable, but the disclaimer does not prejudice or affect the applicant's rights then existing or thereafter arising in the disclaimed matter, nor does the disclaimer prejudice or affect the applicant's right to registration on a subsequent application if the disclaimed matter has then become distinctive of the applicant's goods or services.

R.S., 1985, c. T-13, s. 35; 2014, c. 20, s. 361(E), c. 32, s. 53.

Abandonment

36 If, in the opinion of the Registrar, an applicant is in default in the prosecution of an application filed under this Act, the Registrar may, after giving notice to the applicant of the default, treat the application as abandoned unless the default is remedied within the prescribed time.

R.S., 1985, c. T-13, s. 36; 2014, c. 20, s. 341.

When applications to be refused

37 (1) The Registrar shall refuse an application for the registration of a trademark if he is satisfied that

- (a) the application does not conform to the requirements of subsection 30(2);
- (b) the trademark is not registrable,
- (c) the applicant is not the person entitled to registration of the trademark because it is confusing with another trademark for the registration of which an application is pending, or
- (d) the trademark is not distinctive.

If the Registrar is not so satisfied, the Registrar shall cause the application to be advertised in the prescribed manner.

Notice to applicant

(2) The Registrar shall not refuse any application without first notifying the applicant of his objections thereto and his reasons for those objections, and giving the applicant adequate opportunity to answer those objections.

Doubtful cases

(3) Where the Registrar, by reason of a registered trademark, is in doubt whether the trademark claimed in the application is registrable, he shall, by registered letter,

Désistement

35 Le registraire peut requérir celui qui demande l'enregistrement d'une marque de commerce de se désister du droit à l'usage exclusif, en dehors de la marque de commerce, de telle partie de la marque qui n'est pas indépendamment enregistrable. Ce désistement ne porte pas préjudice ou atteinte aux droits du requérant, existant alors ou prenant naissance par la suite, dans la matière qui fait l'objet du désistement, ni ne porte préjudice ou atteinte au droit que possède le requérant à l'enregistrement lors d'une demande subséquente si la matière faisant l'objet du désistement est alors devenue distinctive des produits ou services du requérant.

L.R. (1985), ch. T-13, art. 35; 2014, ch. 20, art. 361(A), ch. 32, art. 53.

Abandon

36 Lorsque, de l'avis du registraire, un requérant fait défaut dans la poursuite d'une demande produite aux termes de la présente loi, le registraire peut, après avoir donné au requérant avis de ce défaut, traiter la demande comme ayant été abandonnée, à moins qu'il ne soit remédié au défaut dans le délai prescrit.

L.R. (1985), ch. T-13, art. 36; 2014, ch. 20, art. 341.

Demandes rejetées

37 (1) Le registraire rejette une demande d'enregistrement d'une marque de commerce s'il est convaincu que, selon le cas :

- a) la demande ne satisfait pas aux exigences du paragraphe 30(2);
- b) la marque de commerce n'est pas enregistrable;
- c) le requérant n'est pas la personne qui a droit à l'enregistrement de la marque de commerce parce que cette marque crée de la confusion avec une autre marque de commerce en vue de l'enregistrement de laquelle une demande est pendante;
- d) la marque de commerce n'est pas distinctive.

Lorsque le registraire n'est pas ainsi convaincu, il fait annoncer la demande de la manière prescrite.

Avis au requérant

(2) Le registraire ne peut rejeter une demande sans, au préalable, avoir fait connaître au requérant ses objections, avec les motifs pertinents, et lui avoir donné une occasion convenable d'y répondre.

Cas douteux

(3) Lorsque, en raison d'une marque de commerce déposée, le registraire a des doutes sur la question de savoir si la marque de commerce indiquée dans la demande est

notify the owner of the registered trademark of the advertisement of the application.

Withdrawal of advertisement

(4) If, after the application has been advertised but before the trademark is registered, the Registrar is satisfied that the application should not have been advertised or was incorrectly advertised and the Registrar considers it reasonable to do so, the Registrar may withdraw the advertisement. If the Registrar withdraws the advertisement, the application is deemed never to have been advertised.

R.S., 1985, c. T-13, s. 37; 2014, c. 20, ss. 342, 361(E).

Statement of opposition

38 (1) Within two months after the advertisement of an application for the registration of a trademark, any person may, on payment of the prescribed fee, file a statement of opposition with the Registrar.

Grounds

(2) A statement of opposition may be based on any of the following grounds:

(a) that the application does not conform to the requirements of subsection 30(2), without taking into account if it meets the requirement in subsection 30(3);

(a.1) that the application was filed in bad faith;

(b) that the trademark is not registrable;

(c) that the applicant is not the person entitled to registration of the trademark;

(d) that the trademark is not distinctive;

(e) that, at the filing date of the application in Canada, determined without taking into account subsection 34(1), the applicant was not using and did not propose to use the trademark in Canada in association with the goods or services specified in the application; or

(f) that, at the filing date of the application in Canada, determined without taking into account subsection 34(1), the applicant was not entitled to use the trademark in Canada in association with those goods or services.

Content

(3) A statement of opposition shall set out

enregistrable, il notifie, par courrier recommandé, l'annonce de la demande au propriétaire de la marque de commerce déposée.

Retrait de l'annonce

(4) Si, après l'annonce de la demande, mais avant l'enregistrement de la marque de commerce, il est convaincu que la demande n'aurait pas dû être annoncée ou l'a été incorrectement, le registraire peut, s'il l'estime raisonnable, retirer l'annonce; le cas échéant la demande est réputée ne jamais avoir été annoncée.

L.R. (1985), ch. T-13, art. 37; 2014, ch. 20, art. 342 et 361(A).

Déclaration d'opposition

38 (1) Toute personne peut, dans le délai de deux mois à compter de l'annonce de la demande, et sur paiement du droit prescrit, produire au bureau du registraire une déclaration d'opposition.

Motifs

(2) Cette opposition peut être fondée sur l'un des motifs suivants :

a) la demande ne satisfait pas aux exigences du paragraphe 30(2), compte non tenu de la conformité au paragraphe 30(3) de l'état que contient celle-ci;

a.1) la demande a été produite de mauvaise foi;

b) la marque de commerce n'est pas enregistrable;

c) le requérant n'est pas la personne ayant droit à l'enregistrement;

d) la marque de commerce n'est pas distinctive;

e) à la date de production de la demande au Canada, déterminée compte non tenu du paragraphe 34(1), le requérant n'employait pas ni ne projetait d'employer la marque de commerce au Canada en liaison avec les produits ou services spécifiés dans la demande;

f) à la date de production de la demande au Canada, déterminée compte non tenu du paragraphe 34(1), le requérant n'avait pas le droit d'employer la marque de commerce au Canada en liaison avec ces produits ou services.

Teneur

(3) La déclaration d'opposition indique :

(a) the grounds of opposition in sufficient detail to enable the applicant to reply thereto; and

(b) the address of the opponent's principal office or place of business in Canada, if any, and if the opponent has no office or place of business in Canada, the address of his principal office or place of business abroad and the name and address in Canada of a person or firm on whom service of any document in respect of the opposition may be made with the same effect as if it had been served on the opponent himself.

Frivolous opposition

(4) If the Registrar considers that the opposition does not raise a substantial issue for decision, he shall reject it and shall give notice of his decision to the opponent.

Substantial issue

(5) If the Registrar considers that the opposition raises a substantial issue for decision, he shall forward a copy of the statement of opposition to the applicant.

Power to strike

(6) At the applicant's request, the Registrar may — at any time before the day on which the applicant files a counter statement — strike all or part of the statement of opposition if the statement or part of it

(a) is not based on any of the grounds set out in subsection (2); or

(b) does not set out a ground of opposition in sufficient detail to enable the applicant to reply to it.

Counter statement

(7) The applicant shall file a counter statement with the Registrar and serve a copy on the opponent in the prescribed manner and within the prescribed time after a copy of the statement of opposition has been forwarded to the applicant. The counter statement need only state that the applicant intends to respond to the opposition.

(7.1) [Repealed, 2014, c. 20, s. 343]

(7.2) [Repealed, 2014, c. 20, s. 343]

Evidence and hearing

(8) Both the opponent and the applicant shall be given an opportunity, in the prescribed manner and within the prescribed time, to submit evidence and to make representations to the Registrar unless

a) les motifs de l'opposition, avec détails suffisants pour permettre au requérant d'y répondre;

b) l'adresse du principal bureau ou siège d'affaires de l'opposant au Canada, le cas échéant, et, si l'opposant n'a ni bureau ni siège d'affaires au Canada, l'adresse de son principal bureau ou siège d'affaires à l'étranger et les nom et adresse, au Canada, d'une personne ou firme à qui tout document concernant l'opposition peut être signifié avec le même effet que s'il était signifié à l'opposant lui-même.

Opposition futile

(4) Si le registraire estime que l'opposition ne soulève pas une question sérieuse pour décision, il la rejette et donne avis de sa décision à l'opposant.

Objection sérieuse

(5) Si le registraire est d'avis que l'opposition soulève une question sérieuse pour décision, il fait parvenir une copie de la déclaration d'opposition au requérant.

Pouvoir du registraire

(6) Avant le jour où le requérant produit la contre-déclaration, le registraire peut, à la demande de celui-ci, radier tout ou partie de la déclaration d'opposition dans l'un ou l'autre des cas suivants :

a) la déclaration ou la partie en cause de celle-ci n'est pas fondée sur l'un des motifs énoncés au paragraphe (2);

b) la déclaration ou la partie en cause de celle-ci ne contient pas assez de détails au sujet de l'un ou l'autre des motifs pour permettre au requérant d'y répondre.

Contre-déclaration

(7) Le requérant produit auprès du registraire une contre-déclaration et en signifie, dans le délai prescrit après qu'une déclaration d'opposition lui a été envoyée, copie à l'opposant de la manière prescrite. La contre-déclaration peut se limiter à énoncer l'intention du requérant de répondre à l'opposition.

(7.1) [Abrogé, 2014, ch. 20, art. 343]

(7.2) [Abrogé, 2014, ch. 20, art. 343]

Preuve et audition

(8) Il est fourni, selon les modalités prescrites, à l'opposant et au requérant l'occasion de soumettre la preuve sur laquelle ils s'appuient et de se faire entendre par le registraire, sauf dans les cas suivants :

(a) the opposition is withdrawn or deemed under subsection (10) to have been withdrawn; or

(b) the application is abandoned or deemed under subsection (11) to have been abandoned.

Service

(9) The opponent and the applicant shall, in the prescribed manner and within the prescribed time, serve on each other any evidence and written representations that they submit to the Registrar.

Deemed withdrawal of opposition

(10) The opposition is deemed to have been withdrawn if, in the prescribed circumstances, the opponent does not submit and serve either evidence under subsection (8) or a statement that the opponent does not wish to submit evidence.

Deemed abandonment of application

(11) The application is deemed to have been abandoned if the applicant does not file and serve a counter statement within the time referred to in subsection (7) or if, in the prescribed circumstances, the applicant does not submit and serve either evidence under subsection (8) or a statement that the applicant does not wish to submit evidence.

Decision

(12) After considering the evidence and representations of the opponent and the applicant, the Registrar shall refuse the application, reject the opposition, or refuse the application with respect to one or more of the goods or services specified in it and reject the opposition with respect to the others. He or she shall notify the parties of the decision and the reasons for it.

R.S., 1985, c. T-13, s. 38; 1992, c. 1, s. 134; 1993, c. 15, s. 66; 2014, c. 20, ss. 343, 361(E); 2018, c. 27, ss. 220, 233.

Divisional application

39 (1) After having filed an application for the registration of a trademark, an applicant may limit the original application to one or more of the goods or services that were within its scope and file a divisional application for the registration of the same trademark in association with any other goods or services that were

(a) within the scope of the original application on its filing date, determined without taking into account subsection 34(1); and

(b) within the scope of the original application on the day on which the divisional application is filed, if the divisional application is filed on or after the day on

a) l'opposition est retirée ou, au titre du paragraphe (10), réputée l'être;

b) la demande est abandonnée ou, au titre du paragraphe (11), réputée l'être.

Signification

(9) L'opposant et le requérant signifient à l'autre partie, selon les modalités prescrites, la preuve et les observations écrites qu'ils ont présentées au registraire.

Retrait de l'opposition

(10) Si, dans les circonstances prescrites, l'opposant omet de soumettre et de signifier la preuve visée au paragraphe (8) ou une déclaration énonçant son désir de ne pas soumettre de preuve, l'opposition est réputée retirée.

Abandon de la demande

(11) Si le requérant omet de produire et de signifier une contre-déclaration dans le délai visé au paragraphe (7) ou si, dans les circonstances prescrites, il omet de soumettre et de signifier la preuve visée au paragraphe (8) ou une déclaration énonçant son désir de ne pas soumettre de preuve, la demande est réputée abandonnée.

Décision

(12) Après avoir examiné la preuve et les observations des parties, le registraire rejette la demande, rejette l'opposition ou rejette la demande à l'égard de l'un ou plusieurs des produits ou services spécifiés dans celle-ci et rejette l'opposition à l'égard des autres. Il notifie aux parties sa décision motivée.

L.R. (1985), ch. T-13, art. 38; 1992, ch. 1, art. 134; 1993, ch. 15, art. 66; 2014, ch. 20, art. 343 et 361(A); 2018, ch. 27, art. 220 et 233.

Demande divisionnaire

39 (1) Après avoir produit la demande d'enregistrement d'une marque de commerce, le requérant peut restreindre cette demande originale à l'un ou plusieurs des produits ou services visés par celle-ci et produire une demande divisionnaire pour l'enregistrement de la même marque de commerce en liaison avec d'autres produits ou services qui étaient visés par la demande originale à la date de sa production, déterminée compte non tenu du paragraphe 34(1), et, si la demande divisionnaire est produite le jour où la demande originale est annoncée en application du paragraphe 37(1) ou après ce jour, visés par celle-ci le jour où la demande divisionnaire est produite.

which the original application is advertised under subsection 37(1).

Identification

(2) A divisional application shall indicate that it is a divisional application and shall, in the prescribed manner, identify the corresponding original application.

Separate application

(3) A divisional application is a separate application, including with respect to the payment of any fees.

Filing date

(4) A divisional application's filing date is deemed to be the original application's filing date.

Division of divisional application

(5) A divisional application may itself be divided under subsection (1), in which case this section applies as if that divisional application were an original application.

R.S., 1985, c. T-13, s. 39; 1993, c. 15, s. 67; 2014, c. 20, s. 344; 2018, c. 27, s. 234.

Registration of Trademarks

Registration of trademarks

40 When an application for the registration of a trademark either has not been opposed and the time for the filing of a statement of opposition has expired, or has been opposed and the opposition has been decided in favour of the applicant, the Registrar shall register the trademark in the name of the applicant and issue a certificate of its registration or, if an appeal is taken, shall act in accordance with the final judgment given in the appeal.

R.S., 1985, c. T-13, s. 40; 1993, c. 15, s. 68, c. 44, s. 231; 1999, c. 31, s. 210(F); 2014, c. 20, s. 345, c. 32, ss. 37(F), 53(E).

Amendment of the Register

Amendments to register

41 (1) The Registrar may, on application by the registered owner of a trademark made in the prescribed manner and on payment of the prescribed fee, make any of the following amendments to the register:

- (a)** correct any error or enter any change in the name, address or description of the registered owner;
- (b)** cancel the registration of the trademark;

Précisions

(2) La demande divisionnaire précise qu'il s'agit d'une demande divisionnaire et indique, de la façon prescrite, la demande originale correspondante.

Demande distincte

(3) La demande divisionnaire constitue une demande distincte, notamment pour le paiement des droits.

Date de la demande divisionnaire

(4) La date de production de la demande divisionnaire est réputée être celle de la demande originale.

Division d'une demande divisionnaire

(5) La demande divisionnaire peut elle-même être divisée en vertu du paragraphe (1), auquel cas, le présent article s'applique au même titre que si cette demande était la demande originale.

L.R. (1985), ch. T-13, art. 39; 1993, ch. 15, art. 67; 2014, ch. 20, art. 344; 2018, ch. 27, art. 234.

Enregistrement des marques de commerce

Enregistrement des marques de commerce

40 Lorsqu'une demande d'enregistrement d'une marque de commerce n'a pas fait l'objet d'une opposition et que le délai prévu pour la production d'une déclaration d'opposition est expiré, ou lorsqu'il y a eu opposition et que celle-ci a été décidée en faveur du requérant, le registraire enregistre la marque de commerce au nom du requérant et délivre un certificat de son enregistrement ou, en cas d'appel, se conforme au jugement définitif rendu en l'espèce.

L.R. (1985), ch. T-13, art. 40; 1993, ch. 15, art. 68, ch. 44, art. 231; 1999, ch. 31, art. 210(F); 2014, ch. 20, art. 345, ch. 32, art. 37(F) et 53(A).

Modification du registre

Modifications au registre

41 (1) Le registraire peut, à la demande du propriétaire inscrit d'une marque de commerce présentée de la façon prescrite et sur paiement du droit prescrit, apporter au registre l'une ou l'autre des modifications suivantes :

- a)** la correction de toute erreur ou l'inscription de tout changement dans les nom, adresse ou désignation du propriétaire inscrit;

(c) amend the statement of the goods or services in respect of which the trademark is registered;

(d) amend the particulars of the defined standard that the use of a certification mark is intended to indicate;

(e) enter a disclaimer that does not in any way extend the rights given by the existing registration of the trademark; or

(f) subject to the regulations, merge registrations of the trademark that stem, under section 39, from the same original application.

Conditions

(2) An application to extend the statement of goods or services in respect of which a trademark is registered has the effect of an application for registration of the trademark in respect of the goods or services specified in the application for amendment.

Obvious error

(3) The Registrar may, within six months after an entry in the register is made, correct any error in the entry that is obvious from the documents relating to the registered trademark in question that are, at the time that the entry is made, on file in the Registrar's office.

Removal of registration

(4) The Registrar may, within three months after the registration of a trademark, remove the registration from the register if the Registrar registered the trademark without considering a previously filed request for an extension of time to file a statement of opposition.

R.S., 1985, c. T-13, s. 41; 2014, c. 20, ss. 346, 361(E), c. 32, s. 53.

42 [Repealed, 2014, c. 20, s. 347]

Additional representations

43 The registered owner of any trademark shall furnish such additional representations thereof as the Registrar may by notice demand and, if he fails to comply with that notice, the Registrar may by a further notice, fix a reasonable time after which, if the representations are not furnished, he may expunge the registration of the trademark.

R.S., 1985, c. T-13, s. 43; 2014, c. 20, s. 361(E).

b) l'annulation de l'enregistrement de la marque de commerce;

c) la modification de l'état déclaratif des produits ou services à l'égard desquels la marque de commerce est déposée;

d) la modification des détails de la norme définie que l'emploi d'une marque de certification est destiné à indiquer;

e) l'inscription d'un désistement qui, d'aucune façon, n'étend les droits conférés par l'enregistrement existant de la marque de commerce;

f) sous réserve des règlements, la fusion de tout enregistrement de la marque de commerce découlant d'une même demande originale divisée sous le régime de l'article 39.

Conditions

(2) Une demande d'étendre l'état déclaratif des produits ou services à l'égard desquels une marque de commerce est déposée a l'effet d'une demande d'enregistrement d'une marque de commerce à l'égard des produits ou services spécifiés dans la requête de modification.

Erreur évidente

(3) Dans les six mois après avoir fait une inscription au registre, le registraire peut corriger toute erreur dans celle-ci qui ressort de façon évidente à la lecture du dossier du registraire, dans sa version au moment de l'inscription, concernant la marque de commerce déposée en cause.

Suppression de l'enregistrement

(4) S'il a enregistré une marque de commerce sans tenir compte d'une demande de prolongation du délai préalablement déposée pour produire une déclaration d'opposition, le registraire peut, dans les trois mois qui suivent l'enregistrement, supprimer celui-ci du registre.

L.R. (1985), ch. T-13, art. 41; 2014, ch. 20, art. 346 et 361(A), ch. 32, art. 53.

42 [Abrogé, 2014, ch. 20, art. 347]

Représentations supplémentaires

43 Le propriétaire inscrit d'une marque de commerce en fournit les représentations supplémentaires que le registraire peut exiger par avis et, s'il omet de se conformer à un tel avis, le registraire peut, par un autre avis, fixer un délai raisonnable après lequel, si les représentations ne sont pas fournies, il pourra radier l'inscription de la marque de commerce.

L.R. (1985), ch. T-13, art. 43; 2014, ch. 20, art. 361(A).

Notice for information

44 (1) The Registrar may at any time, and shall at the request of any person who pays the prescribed fee, by notice in writing require the registered owner of any trademark that was on the register on July 1, 1954 to furnish him within three months from the date of the notice with the information that would be required on an application for the registration of the trademark made at the date of the notice.

Amendments to register

(2) The Registrar may amend the registration of the trademark in accordance with the information furnished to him under subsection (1).

Failure to give information

(3) Where the information required by subsection (1) is not furnished, the Registrar shall by a further notice fix a reasonable time after which, if the information is not furnished, he may expunge the registration of the trademark.

R.S., 1985, c. T-13, s. 44; 2014, c. 20, s. 361(E).

Registrar may require amendment

44.1 (1) The Registrar may give notice to the registered owner of a trademark requiring the owner to furnish the Registrar, in the prescribed time and manner, with a statement of the goods or services in respect of which the trademark is registered, in which those goods or services are grouped in the manner described in subsection 30(3).

Amendments to register

(2) The Registrar may amend the register in accordance with the statement furnished under subsection (1).

Failure to furnish statement

(3) If the statement required by subsection (1) is not furnished, the Registrar shall by a further notice fix a reasonable time after which, if the statement is not furnished, the Registrar may expunge the registration of the trademark or refuse to renew it.

Disagreement

(4) Any question arising as to the class within which any goods or services are to be grouped shall be determined by the Registrar, whose determination is not subject to appeal.

2014, c. 20, s. 348.

Registrar may request evidence of use

45 (1) After three years beginning on the day on which a trademark is registered, unless the Registrar sees good reason to the contrary, the Registrar shall, at the written

Demande de renseignements

44 (1) Le registraire peut, et doit sur demande d'une personne qui verse le droit prescrit, enjoindre, par avis écrit, au propriétaire inscrit de toute marque de commerce figurant au registre le 1^{er} juillet 1954 de lui fournir, dans les trois mois suivant la date de l'avis, les renseignements qui seraient requis à l'occasion d'une demande d'enregistrement d'une telle marque de commerce, faite à la date de cet avis.

Modification de l'inscription

(2) Le registraire peut modifier l'enregistrement en conformité avec les renseignements qui lui sont fournis selon le paragraphe (1).

Lorsque les renseignements ne sont pas fournis

(3) Lorsque les renseignements ne sont pas fournis, le registraire fixe, au moyen d'un nouvel avis, un délai raisonnable après lequel, si les renseignements ne sont pas fournis, il pourra radier l'enregistrement de la marque de commerce.

L.R. (1985), ch. T-13, art. 44; 2014, ch. 20, art. 361(A).

Modification exigée par le registraire

44.1 (1) Le registraire peut donner au propriétaire inscrit d'une marque de commerce un avis lui enjoignant de lui fournir, selon les modalités prescrites, un état des produits ou services à l'égard desquels la marque est enregistrée, groupés de la façon prévue au paragraphe 30(3).

Modification du registre

(2) Le registraire peut modifier le registre en conformité avec l'état qui lui est fourni selon le paragraphe (1).

Lorsque l'état n'est pas fourni

(3) Lorsque l'état n'est pas fourni, le registraire fixe, au moyen d'un nouvel avis, un délai raisonnable après lequel, si l'état n'est toujours pas fourni, il pourra radier l'enregistrement de la marque de commerce ou refuser de le renouveler.

Désaccord

(4) Toute question soulevée à propos de la classe dans laquelle un produit ou un service doit être groupé est tranchée par le registraire, dont la décision est sans appel.

2014, ch. 20, art. 348.

Le registraire peut exiger une preuve d'emploi

45 (1) Après trois années à compter de la date d'enregistrement d'une marque de commerce, sur demande écrite présentée par une personne qui verse les droits

request of any person who pays the prescribed fee — or may, on his or her own initiative — give notice to the registered owner of the trademark requiring the registered owner to furnish within three months an affidavit or a statutory declaration showing, with respect to all the goods or services specified in the registration or to those that may be specified in the notice, whether the trademark was in use in Canada at any time during the three-year period immediately preceding the date of the notice and, if not, the date when it was last so in use and the reason for the absence of such use since that date.

Form of evidence

(2) The Registrar shall not receive any evidence other than the affidavit or statutory declaration, but may receive representations made in the prescribed manner and within the prescribed time by the registered owner of the trademark or by the person at whose request the notice was given.

Service

(2.1) The registered owner of the trademark shall, in the prescribed manner and within the prescribed time, serve on the person at whose request the notice was given any evidence that the registered owner submits to the Registrar. Those parties shall, in the prescribed manner and within the prescribed time, serve on each other any written representations that they submit to the Registrar.

Failure to serve

(2.2) The Registrar is not required to consider any evidence or written representations that was not served in accordance with subsection (2.1).

Effect of non-use

(3) Where, by reason of the evidence furnished to the Registrar or the failure to furnish any evidence, it appears to the Registrar that a trademark, either with respect to all of the goods or services specified in the registration or with respect to any of those goods or services, was not used in Canada at any time during the three year period immediately preceding the date of the notice and that the absence of use has not been due to special circumstances that excuse the absence of use, the registration of the trademark is liable to be expunged or amended accordingly.

Notice to owner

(4) When the Registrar reaches a decision whether or not the registration of a trademark ought to be expunged or amended, he shall give notice of his decision with the reasons therefor to the registered owner of the trademark

prescrits, le registraire donne au propriétaire inscrit, à moins qu'il ne voie une raison valable à l'effet contraire, un avis lui enjoignant de fournir, dans les trois mois, un affidavit ou une déclaration solennelle indiquant, à l'égard de chacun des produits ou de chacun des services que spécifie l'enregistrement ou que l'avis peut spécifier, si la marque de commerce a été employée au Canada à un moment quelconque au cours des trois ans précédant la date de l'avis et, dans la négative, la date où elle a été ainsi employée en dernier et la raison pour laquelle elle ne l'a pas été depuis cette date. Il peut cependant, après trois années à compter de la date de l'enregistrement, donner l'avis de sa propre initiative.

Forme de la preuve

(2) Le registraire ne peut recevoir aucune preuve autre que cet affidavit ou cette déclaration solennelle, mais il peut recevoir des observations faites — selon les modalités prescrites — par le propriétaire inscrit de la marque de commerce ou par la personne à la demande de laquelle l'avis a été donné.

Signification

(2.1) Le propriétaire inscrit de la marque de commerce signifie, selon les modalités prescrites, à la personne à la demande de laquelle l'avis a été donné, la preuve qu'il présente au registraire, et chacune des parties signifie à l'autre, selon les modalités prescrites, les observations écrites qu'elle présente au registraire.

Absence de signification

(2.2) Le registraire n'est pas tenu d'examiner la preuve ou les observations écrites qui n'ont pas été signifiées conformément au paragraphe (2.1).

Effet du non-usage

(3) Lorsqu'il apparaît au registraire, en raison de la preuve qui lui est fournie ou du défaut de fournir une telle preuve, que la marque de commerce, soit à l'égard de la totalité des produits ou services spécifiés dans l'enregistrement, soit à l'égard de l'un de ces produits ou de l'un de ces services, n'a été employée au Canada à aucun moment au cours des trois ans précédant la date de l'avis et que le défaut d'emploi n'a pas été attribuable à des circonstances spéciales qui le justifient, l'enregistrement de cette marque de commerce est susceptible de radiation ou de modification en conséquence.

Avis au propriétaire

(4) Lorsque le registraire décide ou non de radier ou de modifier l'enregistrement de la marque de commerce, il notifie sa décision, avec les motifs pertinents, au propriétaire inscrit de la marque de commerce et à la personne à

and to the person at whose request the notice referred to in subsection (1) was given.

Action by Registrar

(5) The Registrar shall act in accordance with his decision if no appeal therefrom is taken within the time limited by this Act or, if an appeal is taken, shall act in accordance with the final judgment given in the appeal.

R.S., 1985, c. T-13, s. 45; 1993, c. 44, s. 232; 1994, c. 47, s. 200; 2014, c. 20, ss. 349, 361(E), c. 32, s. 53.

Renewal of Registrations

Term

46 (1) Subject to any other provision of this Act, the registration of a trademark is on the register for an initial period of 10 years beginning on the day of the registration and for subsequent renewal periods of 10 years if, for each renewal, the prescribed renewal fee is paid within the prescribed period.

Notice to renew

(2) If the initial period or a renewal period expires and the prescribed renewal fee has not been paid, the Registrar shall send a notice to the registered owner stating that if the fee is not paid within the prescribed period, the registration will be expunged.

Failure to renew

(3) If the prescribed renewal fee is not paid within the prescribed period, the Registrar shall expunge the registration. The registration is deemed to have been expunged at the expiry of the initial period or the last renewal period.

Renewal

(4) If the prescribed renewal fee is paid within the prescribed period, the renewal period begins at the expiry of the initial period or the last renewal period.

Extension

(5) A registered owner is not permitted to apply under section 47 for an extension of the prescribed period until that period has expired, and the Registrar is not permitted to extend the period by more than seven days.

Prescribed period

(6) For the purposes of this section, the prescribed period begins at least six months before the expiry of the

la demande de qui l'avis visé au paragraphe (1) a été donné.

Mesures à prendre par le registraire

(5) Le registraire agit en conformité avec sa décision si aucun appel n'en est interjeté dans le délai prévu par la présente loi ou, si un appel est interjeté, il agit en conformité avec le jugement définitif rendu dans cet appel.

L.R. (1985), ch. T-13, art. 45; 1993, ch. 44, art. 232; 1994, ch. 47, art. 200; 2014, ch. 20, art. 349 et 361(A), ch. 32, art. 53.

Renouvellement des enregistrements

Durée

46 (1) Sous réserve de toute autre disposition de la présente loi, l'enregistrement d'une marque de commerce figure au registre pendant une période initiale de dix ans à compter de la date d'enregistrement et pendant une ou plusieurs périodes de renouvellement de dix ans si, pour chacune de ces périodes de renouvellement, le droit de renouvellement prescrit est versé dans le délai prescrit.

Avis de renouvellement

(2) Si la période initiale ou la période de renouvellement expire sans que le droit de renouvellement prescrit ne soit versé, le registraire envoie au propriétaire inscrit de la marque de commerce un avis portant que, si le droit n'est pas versé dans le délai prescrit, l'enregistrement sera radié.

Non-renouvellement

(3) Si le droit de renouvellement prescrit n'est pas versé dans le délai prescrit, le registraire radie l'enregistrement. L'enregistrement est alors réputé avoir été radié à l'expiration de la période initiale ou de la dernière période de renouvellement.

Entrée en vigueur du renouvellement

(4) Si le droit de renouvellement prescrit est versé dans le délai prescrit, la période de renouvellement commence à l'expiration de la période initiale ou de la dernière période de renouvellement.

Prolongation

(5) Le propriétaire inscrit de la marque de commerce ne peut demander la prolongation, au titre de l'article 47, du délai prescrit qu'après l'expiration de celui-ci. Le registraire ne peut le prolonger que d'au plus sept jours.

Délai prescrit

(6) Le délai prescrit pour l'application du présent article commence au moins six mois avant l'expiration de la

initial period or the renewal period and ends no earlier than six months after the expiry of that period.

R.S., 1985, c. T-13, s. 46; 1992, c. 1, s. 135; 2014, c. 20, s. 350.

Renewal for goods or services

46.1 The registration of a trademark may be renewed for any of the goods or services in respect of which the trademark is registered.

2018, c. 27, s. 224.

Extensions of Time

Extensions of time

47 (1) If, in any case, the Registrar is satisfied that the circumstances justify an extension of the time fixed by this Act or prescribed by the regulations for the doing of any act, he may, except as in this Act otherwise provided, extend the time after such notice to other persons and on such terms as he may direct.

Conditions

(2) An extension applied for after the expiration of the time fixed for the doing of an act or the time extended by the Registrar under subsection (1) shall not be granted unless the prescribed fee is paid and the Registrar is satisfied that the failure to do the act or apply for the extension within that time or the extended time was not reasonably avoidable.

R.S., c. T-10, s. 46.

Proceeding under section 45

47.1 (1) The Registrar shall grant an extension of any time limit fixed under this Act in the context of a proceeding commenced by the Registrar, on his or her own initiative, under section 45, if the extension is requested after the expiry of the time limit and within two months after its expiry.

One time extension

(2) No extension under subsection (1) shall be granted more than once.

2014, c. 20, s. 351.

Transfer

Trademark transferable

48 (1) A trademark, whether registered or unregistered, is transferable, and deemed always to have been transferable, either in connection with or separately from the goodwill of the business and in respect of either all or

période initiale ou de la période de renouvellement et prend fin au plus tôt six mois après l'expiration de cette période.

L.R. (1985), ch. T-13, art. 46; 1992, ch. 1, art. 135; 2014, ch. 20, art. 350.

Renouvellement de produits ou services

46.1 L'enregistrement d'une marque de commerce peut être renouvelé pour tout produit ou service à l'égard duquel la marque de commerce est déposée.

2018, ch. 27, art. 224.

Prolongation de délai

Prorogations

47 (1) Si, dans un cas donné, le registraire est convaincu que les circonstances justifient une prolongation du délai fixé par la présente loi ou prescrit par les règlements pour l'accomplissement d'un acte, il peut, sauf disposition contraire de la présente loi, prolonger le délai après l'avis aux autres personnes et selon les termes qu'il lui est loisible d'ordonner.

Conditions

(2) Une prorogation demandée après l'expiration de pareil délai ou du délai prolongé par le registraire en vertu du paragraphe (1) ne peut être accordée que si le droit prescrit est acquitté et si le registraire est convaincu que l'omission d'accomplir l'acte ou de demander la prorogation dans ce délai ou au cours de cette prorogation n'était pas raisonnablement évitable.

S.R., ch. T-10, art. 46.

Procédure visée à l'article 45

47.1 (1) Lorsque, de sa propre initiative, il amorce une procédure au titre de l'article 45, le registraire prolonge tout délai applicable à celle-ci prévu sous le régime de la présente loi sur demande présentée à cet effet dans les deux mois suivant son expiration.

Une seule prolongation

(2) Aucun délai ne peut être prolongé plus d'une fois au titre du paragraphe (1).

2014, ch. 20, art. 351.

Transfert

Une marque de commerce est transférable

48 (1) Une marque de commerce, déposée ou non, est transférable et est réputée avoir toujours été transférable, soit à l'égard de l'achalandage de l'entreprise, soit isolément, et soit à l'égard de la totalité, soit à l'égard de

some of the goods or services in association with which it has been used.

Where two or more persons interested

(2) Nothing in subsection (1) prevents a trademark from being held not to be distinctive if as a result of a transfer thereof there subsisted rights in two or more persons to the use of confusing trademarks and the rights were exercised by those persons.

Transfer of application

(3) The Registrar shall, subject to the regulations, record the transfer of an application for the registration of a trademark on the request of the applicant or, on receipt of evidence satisfactory to the Registrar of the transfer, on the request of a transferee of the application.

Transfer of trademark

(4) The Registrar shall, subject to the regulations, register the transfer of any registered trademark on the request of the registered owner or, on receipt of evidence satisfactory to the Registrar of the transfer, on the request of a transferee of the trademark.

Removal of recording or registration

(5) The Registrar shall remove the recording or the registration of the transfer referred to in subsection (3) or (4) on receipt of evidence satisfactory to the Registrar that the transfer should not have been recorded or registered.

R.S., 1985, c. T-13, s. 48; 2014, c. 20, ss. 352, 361(E), c. 32, s. 53.

Change of Purpose in Use of Trademark

Change of purpose

49 If a sign or combination of signs is used by a person as a trademark for any of the purposes or in any of the manners mentioned in the definition *certification mark* or *trademark* in section 2, no application for the registration of the trademark shall be refused and no registration of the trademark shall be expunged, amended or held invalid merely on the ground that the person or a predecessor in title uses the trademark or has used it for any other of those purposes or in any other of those manners.

R.S., 1985, c. T-13, s. 49; 2014, c. 20, s. 353.

quelques-uns des services ou produits en liaison avec lesquels elle a été employée.

Dans le cas de deux ou plusieurs personnes intéressées

(2) Le paragraphe (1) n'a pas pour effet d'empêcher qu'une marque de commerce soit considérée comme n'étant pas distinctive si, par suite de son transfert, il subsistait des droits, chez deux ou plusieurs personnes, à l'emploi de marques de commerce créant de la confusion et si ces droits ont été exercés par ces personnes.

Inscription du transfert — demande d'enregistrement

(3) Sous réserve des règlements, le registraire inscrit le transfert de toute demande d'enregistrement d'une marque de commerce sur demande du requérant ou, à la réception d'une preuve du transfert qu'il juge satisfaisante, d'un cessionnaire de la demande.

Inscription du transfert — marque de commerce

(4) Sous réserve des règlements, le registraire inscrit le transfert de toute marque de commerce déposée sur demande du propriétaire inscrit de la marque de commerce ou, à la réception d'une preuve du transfert qu'il juge satisfaisante, d'un cessionnaire de la marque.

Suppression de l'inscription du transfert

(5) Le registraire supprime l'inscription du transfert visé aux paragraphes (3) ou (4) à la réception d'une preuve qu'il juge satisfaisante que le transfert n'aurait pas dû être inscrit.

L.R. (1985), ch. T-13, art. 48; 2014, ch. 20, art. 352 et 361(A), ch. 32, art. 53.

Changement lié à l'emploi d'une marque de commerce

Autres fins

49 Si une personne emploie un signe ou une combinaison de signes comme marque de commerce à l'une des fins ou de l'une des manières mentionnées aux définitions de *marque de certification* ou *marque de commerce* à l'article 2, aucune demande d'enregistrement de la marque de commerce ne peut être refusée, et aucun enregistrement de la marque de commerce ne peut être radié, modifié ou considéré comme invalide pour le seul motif que cette personne ou un prédécesseur en titre l'emploie ou l'a employée à une autre de ces fins ou d'une autre de ces manières.

L.R. (1985), ch. T-13, art. 49; 2014, ch. 20, art. 353.

Licences

Licence to use trademark

50 (1) For the purposes of this Act, if an entity is licensed by or with the authority of the owner of a trademark to use the trademark in a country and the owner has, under the licence, direct or indirect control of the character or quality of the goods or services, then the use, advertisement or display of the trademark in that country as or in a trademark, trade name or otherwise by that entity has, and is deemed always to have had, the same effect as such a use, advertisement or display of the trademark in that country by the owner.

Idem

(2) For the purposes of this Act, to the extent that public notice is given of the fact that the use of a trademark is a licensed use and of the identity of the owner, it shall be presumed, unless the contrary is proven, that the use is licensed by the owner of the trademark and the character or quality of the goods or services is under the control of the owner.

Owner may be required to take proceedings

(3) Subject to any agreement subsisting between an owner of a trademark and a licensee of the trademark, the licensee may call on the owner to take proceedings for infringement thereof, and, if the owner refuses or neglects to do so within two months after being so called on, the licensee may institute proceedings for infringement in the licensee's own name as if the licensee were the owner, making the owner a defendant.

R.S., 1985, c. T-13, s. 50; 1993, c. 15, s. 69; 1999, c. 31, s. 211(F); 2014, c. 20, ss. 361(E), 362(E), c. 32, s. 53.

Use of trademark by related companies

51 (1) Where a company and the owner of a trademark that is used in Canada by that owner in association with a pharmaceutical preparation are related companies, the use by the company of the trademark, or a trademark confusing therewith, in association with a pharmaceutical preparation that at the time of that use or at any time thereafter,

(a) is acquired by a person directly or indirectly from the company, and

(b) is sold, distributed or advertised for sale in Canada in a package bearing the name of the company and the name of that person as the distributor thereof,

Licences

Licence d'emploi d'une marque de commerce

50 (1) Pour l'application de la présente loi, si une licence d'emploi d'une marque de commerce est octroyée, pour un pays, à une entité par le propriétaire de la marque, ou avec son autorisation, et que celui-ci, aux termes de la licence, contrôle, directement ou indirectement, les caractéristiques ou la qualité des produits et services, l'emploi, la publicité ou l'exposition de la marque, dans ce pays, par cette entité comme marque de commerce, nom commercial — ou partie de ceux-ci — ou autrement ont le même effet et sont réputés avoir toujours eu le même effet que s'il s'agissait de ceux du propriétaire.

Licence d'emploi d'une marque de commerce

(2) Pour l'application de la présente loi, dans la mesure où un avis public a été donné quant à l'identité du propriétaire et au fait que l'emploi d'une marque de commerce fait l'objet d'une licence, cet emploi est réputé, sauf preuve contraire, avoir fait l'objet d'une licence du propriétaire, et le contrôle des caractéristiques ou de la qualité des produits et services est réputé, sauf preuve contraire, être celui du propriétaire.

Action par le propriétaire

(3) Sous réserve de tout accord encore valide entre lui et le propriétaire d'une marque de commerce, le licencié peut requérir le propriétaire d'intenter des procédures pour usurpation de la marque et, si celui-ci refuse ou néglige de le faire dans les deux mois suivant cette réquisition, il peut intenter ces procédures en son propre nom comme s'il était propriétaire, faisant du propriétaire un défendeur.

L.R. (1985), ch. T-13, art. 50; 1993, ch. 15, art. 69; 1999, ch. 31, art. 211(F); 2014, ch. 20, art. 361(A) et 362(A), ch. 32, art. 53.

Utilisation d'une marque de commerce par des compagnies connexes

51 (1) Lorsqu'une compagnie et le propriétaire d'une marque de commerce qui est employée au Canada par ce propriétaire en liaison avec une préparation pharmaceutique sont des compagnies connexes, l'emploi par cette compagnie soit de cette marque de commerce, soit d'une autre marque de commerce qui crée de la confusion avec cette marque de commerce, en liaison avec une préparation pharmaceutique qui, au moment de cet emploi ou par la suite :

a) d'une part, est acquise par une personne, directement ou indirectement, de la compagnie;

b) d'autre part, est vendue, distribuée ou dont la mise en vente est annoncée, au Canada, dans un emballage

has the same effect, for all purposes of this Act, as a use of the trademark or the confusing trademark, as the case may be, by that owner.

Where difference in composition

(2) Subsection (1) does not apply to any use of a trademark or a confusing trademark by a company referred to in that subsection in association with a pharmaceutical preparation after such time, if any, as that pharmaceutical preparation is declared by the Minister of Health, by notice published in the *Canada Gazette*, to be sufficiently different in its composition from the pharmaceutical preparation in association with which the trademark is used in Canada by the owner referred to in subsection (1) as to be likely to result in a hazard to health.

Definition of pharmaceutical preparation

(3) In this section, **pharmaceutical preparation** includes

(a) any substance or mixture of substances manufactured, sold or represented for use in

(i) the diagnosis, treatment, mitigation or prevention of a disease, disorder or abnormal physical state, or the symptoms thereof, in humans or animals, or

(ii) restoring, correcting or modifying organic functions in humans or animals, and

(b) any substance to be used in the preparation or production of any substance or mixture of substances described in paragraph (a),

but does not include any such substance or mixture of substances that is the same or substantially the same as a substance or mixture of substances that is a proprietary medicine within the meaning from time to time assigned to that expression by regulations made pursuant to the *Food and Drugs Act*.

R.S., 1985, c. T-13, s. 51; 1996, c. 8, s. 32; 2014, c. 20, s. 361(E).

Offences and Punishment

Sale, etc., of goods

51.01 (1) Every person commits an offence who sells or offers for sale, or distributes on a commercial scale, any goods in association with a trademark, if that sale or

portant le nom de la compagnie ainsi que le nom de cette personne en tant que distributeur de cette préparation pharmaceutique,

a, pour l'application de la présente loi, le même effet que l'emploi, par le propriétaire, de cette marque de commerce ou de l'autre marque de commerce qui crée de la confusion avec cette marque de commerce, selon le cas.

Cas où la composition est différente

(2) Le paragraphe (1) ne s'applique pas à l'emploi d'une marque de commerce, ou d'une marque de commerce créant de la confusion, par une compagnie mentionnée à ce paragraphe, en liaison avec une préparation pharmaceutique, après le moment, le cas échéant, où le ministre de la Santé déclare, par avis publié dans la *Gazette du Canada*, que la composition de cette préparation pharmaceutique diffère suffisamment de celle de la préparation pharmaceutique en liaison avec laquelle la marque de commerce est employée au Canada par le propriétaire mentionné au paragraphe (1) pour qu'il soit probable qu'il en résulte un risque pour la santé.

Définition de préparation pharmaceutique

(3) Au présent article, **préparation pharmaceutique** s'entend notamment :

a) de toute substance ou de tout mélange de substances fabriqué, vendu ou représenté comme pouvant être employé :

(i) soit au diagnostic, au traitement, à l'atténuation ou à la prévention d'une maladie, d'un désordre, d'un état physique anormal, ou de leurs symptômes chez l'homme ou les animaux,

(ii) soit en vue de restaurer, corriger ou modifier les fonctions organiques chez l'homme ou les animaux;

b) de toute substance destinée à être employée dans la préparation ou la production d'une substance ou d'un mélange de substances décrits à l'alinéa a).

La présente définition exclut une substance ou un mélange de substances semblable ou identique à ceux que les règlements d'application de la *Loi sur les aliments et drogues* qualifient de spécialités pharmaceutiques.

L.R. (1985), ch. T-13, art. 51; 1996, ch. 8, art. 32; 2014, ch. 20, art. 361(A).

Infractions et peines

Vente de produits

51.01 (1) Commet une infraction quiconque vend ou offre en vente — ou distribue à l'échelle commerciale — des produits en liaison avec une marque de commerce

distribution is or would be contrary to section 19 or 20 and the person knows that

- (a) the trademark is identical to, or cannot be distinguished in its essential aspects from, a trademark registered for such goods; and
- (b) the owner of that registered trademark has not consented to the sale, offering for sale, or distribution of the goods in association with the trademark.
- (c) [Deleted]

Manufacture, etc., of goods

(2) Every person commits an offence who manufactures, causes to be manufactured, possesses, imports, exports or attempts to export any goods, for the purpose of their sale or of their distribution on a commercial scale, if that sale or distribution would be contrary to section 19 or 20 and the person knows that

- (a) the goods bear a trademark that is identical to, or that cannot be distinguished in its essential aspects from, a trademark registered for such goods; and
- (b) the owner of that registered trademark has not consented to having the goods bear the trademark.
- (c) [Deleted]

Services

(3) Every person commits an offence who sells or advertises services in association with a trademark, if that sale or advertisement is contrary to section 19 or 20 and the person knows that

- (a) the trademark is identical to, or cannot be distinguished in its essential aspects from, a registered trademark registered for such services; and
- (b) the owner of the registered trademark has not consented to the sale or advertisement in association with the trademark.
- (c) [Deleted]

Labels or packaging

(4) Every person commits an offence who manufactures, causes to be manufactured, possesses, imports, exports or attempts to export any label or packaging, in any form, for the purpose of its sale or of its distribution on a

alors que cette vente ou distribution est ou serait contraire aux articles 19 ou 20 et qu'il sait, à la fois :

- a) que la marque de commerce est identique à une marque de commerce déposée à l'égard de tels produits ou impossible à distinguer d'une telle marque dans ses aspects essentiels;
- b) que le propriétaire de la marque de commerce déposée n'a pas consenti à la vente, l'offre en vente ou la distribution des produits en liaison avec la marque de commerce.
- c) [Supprimé]

Fabrication de produits, etc.

(2) Commet une infraction quiconque, en vue de leur vente — ou de leur distribution à l'échelle commerciale —, fabrique, fait fabriquer, a en sa possession, importe, exporte ou tente d'exporter des produits alors que cette vente ou distribution serait contraire aux articles 19 ou 20 et qu'il sait, à la fois :

- a) que les produits portent une marque de commerce identique à une marque de commerce déposée à l'égard de tels produits ou impossible à distinguer d'une telle marque dans ses aspects essentiels;
- b) que le propriétaire de la marque de commerce déposée n'a pas consenti à ce que les produits portent la marque de commerce.
- c) [Supprimé]

Services

(3) Commet une infraction quiconque vend ou annonce des services en liaison avec une marque de commerce alors que cette vente ou annonce est contraire aux articles 19 ou 20 et qu'il sait, à la fois :

- a) que la marque de commerce est identique à une marque de commerce déposée à l'égard de tels services ou impossible à distinguer d'une telle marque dans ses aspects essentiels;
- b) que le propriétaire de la marque de commerce déposée n'a pas consenti à la vente ou l'annonce en liaison avec la marque de commerce.
- c) [Supprimé]

Étiquettes ou emballages

(4) Commet une infraction quiconque fabrique, fait fabriquer, a en sa possession, importe, exporte ou tente d'exporter des étiquettes ou des emballages, quelle qu'en soit la forme, en vue de leur vente — ou de leur

commercial scale or for the purpose of the sale, distribution on a commercial scale or advertisement of goods or services in association with it, if that sale, distribution or advertisement would be contrary to section 19 or 20 and the person knows that

- (a) the label or packaging bears a trademark that is identical to, or that cannot be distinguished in its essential aspects from, a registered trademark;
- (b) the label or packaging is intended to be associated with goods or services for which that registered trademark is registered; and
- (c) the owner of that registered trademark has not consented to having the label or packaging bear the trademark.
- (d) *[Deleted]*

Trafficking in labels or packaging

(5) Every person commits an offence who sells or offers for sale, or distributes on a commercial scale, any label or packaging, in any form, if the sale, distribution or advertisement of goods or services in association with the label or packaging would be contrary to section 19 or 20 and the person knows that

- (a) the label or packaging bears a trademark that is identical to, or that cannot be distinguished in its essential aspects from, a registered trademark;
- (b) the label or packaging is intended to be associated with goods or services for which that registered trademark is registered;
- (c) the owner of that registered trademark has not consented to having the label or packaging bear the trademark.

Registration of trademark

(5.1) In a prosecution for an offence under any of subsections (1) to (5), it is not necessary for the prosecutor to prove that the accused knew that the trademark was registered.

Punishment

(6) Every person who commits an offence under any of subsections (1) to (5) is liable

- (a) on conviction on indictment, to a fine of not more than \$1,000,000 or to imprisonment for a term of not more than five years or to both; or

distribution à l'échelle commerciale — ou en vue de la vente, de la distribution à l'échelle commerciale ou de l'annonce de produits ou services en liaison avec ceux-ci, alors que cette vente, distribution ou annonce serait contraire aux articles 19 ou 20 et qu'il sait, à la fois :

- a) que les étiquettes ou les emballages portent une marque de commerce identique à une marque de commerce déposée ou impossible à distinguer d'une telle marque dans ses aspects essentiels;
- b) que les étiquettes ou les emballages sont destinés à être associés à des produits ou services à l'égard desquels la marque de commerce est déposée;
- c) que le propriétaire de la marque de commerce déposée n'a pas consenti à ce que les étiquettes ou les emballages portent la marque de commerce.
- d) *[Supprimé]*

Trafic d'étiquettes ou d'emballages

(5) Commet une infraction quiconque vend ou offre en vente — ou distribue à l'échelle commerciale — des étiquettes ou des emballages, quelle qu'en soit la forme, alors que la vente, la distribution ou l'annonce de produits ou services en liaison avec les étiquettes ou les emballages serait contraire aux articles 19 ou 20 et qu'il sait, à la fois :

- a) que les étiquettes ou les emballages portent une marque de commerce identique à une marque de commerce déposée ou impossible à distinguer d'une telle marque dans ses aspects essentiels;
- b) que les étiquettes ou les emballages sont destinés à être associés à des produits ou services à l'égard desquels la marque de commerce est déposée;
- c) que le propriétaire de la marque de commerce déposée n'a pas consenti à ce que les étiquettes ou les emballages portent la marque de commerce.

Enregistrement de la marque de commerce

(5.1) Dans les poursuites pour toute infraction prévue à l'un ou l'autre des paragraphes (1) à (5), le poursuivant n'a pas à établir que l'accusé savait que la marque de commerce était enregistrée.

Peines

(6) L'auteur de toute infraction prévue aux paragraphes (1) à (5) est passible, sur déclaration de culpabilité :

- a) par mise en accusation, d'une amende maximale d'un million de dollars et d'un emprisonnement maximal de cinq ans, ou de l'une de ces peines;

(b) on summary conviction, to a fine of not more than \$25,000 or to imprisonment for a term of not more than six months or to both.

Limitation Period

(7) Proceedings by way of summary conviction for an offence under this section may be instituted no later than two years after the day on which the subject-matter of the proceedings arose.

Disposition order

(8) The court before which any proceedings for an offence under this section are taken may, on a finding of guilt, order that any goods, labels, or packaging in respect of which the offence was committed, any advertising materials relating to those goods and any equipment used to manufacture those goods, labels or packaging be destroyed or otherwise disposed of.

Notice

(9) Before making an order for the destruction or other disposition of equipment under subsection (8), the court shall require that notice be given to the owner of the equipment and to any other person who, in the opinion of the court, appears to have a right or interest in the equipment, unless the court is of the opinion that the interests of justice do not require that the notice be given.

2014, c. 32, s. 42; 2014, c. 20, s. 361(E).

Importation and Exportation

Interpretation

Definitions

51.02 The following definitions apply in sections 51.03 to 51.12.

customs officer has the meaning assigned by the definition *officer* in subsection 2(1) of the *Customs Act*. (*agent des douanes*)

Minister means the Minister of Public Safety and Emergency Preparedness. (*ministre*)

owner, with respect to a protected geographical indication identifying a wine or spirit or agricultural product or food, means the responsible authority, as defined in section 11.11, for the wine or spirit or agricultural product or food identified by the indication. (*propriétaire*)

protected mark means a registered trademark or a protected geographical indication. (*marque protégée*)

b) par procédure sommaire, d'une amende maximale de vingt-cinq mille dollars et d'un emprisonnement maximal de six mois, ou de l'une de ces peines.

Prescription

(7) Les poursuites par voie de déclaration de culpabilité par procédure sommaire portant sur une infraction prévue au présent article se prescrivent par deux ans à compter de la date de sa perpétration.

Ordonnance de disposition

(8) Le tribunal devant lequel sont intentées des poursuites pour une infraction prévue au présent article peut, en cas de déclaration de culpabilité, ordonner qu'il soit disposé — notamment par destruction — des produits, étiquettes ou emballages ayant donné lieu à l'infraction, de l'équipement ayant servi à leur fabrication ou du matériel publicitaire relatif à ces produits.

Préavis

(9) Avant d'ordonner la disposition de l'équipement en vertu du paragraphe (8), le tribunal exige qu'un préavis soit donné au propriétaire de l'équipement et à toute autre personne qui lui semble avoir un droit ou intérêt sur l'équipement, sauf s'il estime que l'intérêt de la justice ne l'exige pas.

2014, ch. 32, art. 42; 2014, ch. 20, art. 361(A).

Importation et exportation

Définitions

Définitions

51.02 Les définitions qui suivent s'appliquent aux articles 51.03 à 51.12.

agent des douanes S'entend au sens du paragraphe 2(1) de la *Loi sur les douanes*. (*customs officer*)

jour ouvrable S'entend d'un jour qui n'est ni un samedi, ni un jour férié. (*working day*)

marque protégée Marque de commerce déposée ou indication géographique protégée. (*protected mark*)

marque protégée en cause Selon le cas :

a) marque de commerce déposée à l'égard de produits, qui est identique à la marque de commerce apposée sur de tels produits retenus par l'agent des douanes, ou sur l'étiquette ou l'emballage de ceux-ci,

relevant protected mark means

(a) a trademark registered for goods that is identical to, or cannot be distinguished in its essential aspects from, a trademark on such goods, including their labels or packaging, that are detained by a customs officer; or

(b) a protected geographical indication identifying, as the case may be, a wine or spirit, or an agricultural product or food of a category set out in the schedule, that is identical to, or cannot be distinguished in its essential aspects from, an indication on such a wine or spirit or such an agricultural product or food, or on their labels or packaging, that is detained by a customs officer. (*marque protégée en cause*)

working day means a day other than a Saturday or a holiday. (*jour ouvrable*)

2014, c. 32, s. 43, c. 20, s. 361(E); 2017, c. 6, s. 70.

Prohibition

No importation or exportation

51.03 (1) Goods shall not be imported or exported if the goods or their labels or packaging bear — without the consent of the owner of a registered trademark for such goods — a trademark that is identical to, or that cannot be distinguished in its essential aspects from, that registered trademark.

Exception

(2) Subsection (1) does not apply if

(a) the trademark was applied with the consent of the owner of the trademark in the country where it was applied;

(b) the sale or distribution of the goods or, in the case where the trademark is on the goods' labels or packaging, of the goods in association with the labels or packaging would not be contrary to this Act;

(c) the goods are imported or exported by an individual in their possession or baggage and the circumstances, including the number of goods, indicate that the goods are intended only for their personal use.

(d) [Repealed, 2020, c. 1, s. 109]

ou qui est impossible à distinguer d'une telle marque dans ses aspects essentiels;

(b) indication géographique protégée désignant, selon le cas, un vin ou spiritueux ou un produit agricole ou aliment d'une catégorie figurant à l'annexe, qui est identique à une indication géographique apposée sur un vin ou spiritueux ou un produit agricole ou aliment retenu par l'agent des douanes ou sur l'étiquette ou l'emballage de ceux-ci, ou qui est impossible à distinguer d'une telle indication dans ses aspects essentiels. (*relevant protected mark*)

ministre Le ministre de la Sécurité publique et de la Protection civile. (*Minister*)

propriétaire Relativement à une indication géographique protégée désignant un vin, spiritueux, produit agricole ou aliment, l'autorité compétente, au sens de l'article 11.11, à l'égard de ce vin, spiritueux, produit agricole ou aliment. (*owner*)

2014, ch. 32, art. 43, ch. 20, art. 361(A); 2017, ch. 6, art. 70.

Interdiction

Importation et exportation

51.03 (1) Sont interdits d'importation et d'exportation les produits qui, sans le consentement du propriétaire d'une marque de commerce déposée à l'égard de tels produits, portent — ou dont l'étiquette ou l'emballage porte sans ce consentement — une marque de commerce qui est identique à la marque de commerce déposée ou impossible à distinguer de celle-ci dans ses aspects essentiels.

Exception

(2) L'interdiction ne s'applique pas si l'une ou l'autre des conditions suivantes est remplie :

(a) la marque de commerce a été apposée avec le consentement du propriétaire de celle-ci dans le pays où elle a été apposée;

(b) la vente ou la distribution des produits en cause ou, si la marque de commerce est apposée sur leur étiquette ou leur emballage, leur vente ou distribution en liaison avec l'étiquette ou l'emballage ne serait pas contraire à la présente loi;

(c) les produits sont importés ou exportés par une personne physique qui les a en sa possession ou dans ses bagages et les circonstances, notamment le nombre de produits, indiquent que ceux-ci ne sont destinés qu'à son usage personnel.

Wine or spirits

(2.1) Wine or spirits shall not be imported or exported if they, or their labels or packaging, bear a protected geographical indication and the wine or spirits

(a) do not originate in the territory indicated by the indication; or

(b) do originate in the territory indicated by the indication but were not produced or manufactured in accordance with the law applicable to that territory.

Agricultural products or food

(2.2) An agricultural product or food of a category set out in the schedule shall not be imported or exported if it, or its label or packaging, bears a protected geographical indication and the agricultural product or food

(a) does not originate in the territory indicated by the indication; or

(b) does originate in the territory indicated by the indication, but was not produced or manufactured in accordance with the law applicable to that territory.

Exception

(2.3) Subsections (2.1) and (2.2) do not apply if

(a) the sale or distribution of the wine or spirit or the agricultural product or food — or, if the label or packaging of that wine, spirit or agricultural product or food bears a protected geographical indication and the sale or distribution of that wine, spirit or agricultural product or food in association with that label or packaging — would not be contrary to this Act;

(b) the wine or spirit or the agricultural product or food is imported or exported by an individual in their possession or baggage and the circumstances, including the number of such goods, indicate that they are intended only for the individual's personal use.

(c) [Repealed, 2020, c. 1, s. 109]

Customs transit or transshipment control

(2.4) For the purposes of subsections (1), (2.1) and (2.2), goods — including wine, spirits, agricultural products or food — that, while being shipped from one place outside Canada to another, are in customs transit control or

d) [Abrogé, 2020, ch. 1, art. 109]

Vins ou spiritueux

(2.1) Les vins ou spiritueux qui portent — ou dont l'étiquette ou l'emballage porte — une indication géographique protégée sont interdits d'importation et d'exportation dans les cas suivants :

a) leur lieu d'origine ne se trouve pas sur le territoire visé par l'indication;

b) leur lieu d'origine se trouve sur le territoire visé par l'indication, mais ils ne sont pas produits ou fabriqués en conformité avec le droit applicable à ce territoire.

Produits agricoles ou aliments

(2.2) Les produits agricoles ou aliments d'une catégorie figurant à l'annexe qui portent — ou dont l'étiquette ou l'emballage porte — une indication géographique protégée sont interdits d'importation et d'exportation dans les cas suivants :

a) leur lieu d'origine ne se trouve pas sur le territoire visé par l'indication;

b) leur lieu d'origine se trouve sur le territoire visé par l'indication, mais ils ne sont pas produits ou fabriqués en conformité avec le droit applicable à ce territoire.

Exception

(2.3) Les paragraphes (2.1) et (2.2) ne s'appliquent pas si l'une ou l'autre des conditions suivantes est remplie :

a) la vente ou la distribution des vins ou spiritueux ou des produits agricoles ou aliments en cause ou, si l'indication géographique protégée est apposée sur leur étiquette ou leur emballage, leur vente ou distribution en liaison avec l'étiquette ou l'emballage ne serait pas contraire à la présente loi;

b) les vins ou spiritueux ou les produits agricoles ou aliments sont importés ou exportés par une personne physique qui les a en sa possession ou dans ses bagages et les circonstances, notamment le nombre de produits, indiquent que ceux-ci ne sont destinés qu'à son usage personnel.

c) [Abrogé, 2020, ch. 1, art. 109]

En transit ou transbordés sous la surveillance de la douane

(2.4) Pour l'application des paragraphes (1), (2.1) et (2.2), les produits, notamment les vins ou spiritueux ou les produits agricoles ou aliments, qui sont, pendant leur expédition à partir d'un endroit à l'étranger vers un

customs transshipment control in Canada are considered to have been imported for the purpose of release.

Restriction

(3) The contravention of subsection (1), (2.1) or (2.2) does not give rise to a remedy under section 53.2.

2014, c. 32, s. 43, c. 20, s. 361(E); 2017, c. 6, s. 71; 2020, c. 1, s. 109.

Request for Assistance

Request for assistance

51.04 (1) The owner of a protected mark may file with the Minister, in the form and manner specified by the Minister, a request for assistance in pursuing remedies under this Act with respect to goods imported or exported in contravention of section 51.03.

Information in request

(2) The request for assistance shall include the name and address in Canada of the owner of the protected mark and any other information that is required by the Minister, including information about the trademark and the goods for which it is registered or, in the case of a geographical indication, the goods identified by the indication.

Validity period

(3) A request for assistance is valid for a period of two years beginning on the day on which it is accepted by the Minister. The Minister may, at the request of the owner of the protected mark, extend the period for two years, and may do so more than once.

Security

(4) The Minister may, as a condition of accepting a request for assistance or of extending a request's period of validity, require that the owner of the protected mark furnish security, in an amount and form fixed by the Minister, for the payment of an amount for which the owner of the protected mark becomes liable under section 51.09.

Update

(5) The owner of the protected mark shall inform the Minister in writing, as soon as feasible, of any changes to

(a) the validity of the protected mark that is the subject of the request for assistance;

autre, en transit au Canada sous la surveillance de la douane ou transbordés au Canada sous cette surveillance sont traités comme ayant été importés en vue de leur dédouanement.

Restriction

(3) La contravention aux paragraphes (1), (2.1) ou (2.2) ne donne pas ouverture à un recours au titre de l'article 53.2.

2014, ch. 32, art. 43, ch. 20, art. 361(A); 2017, ch. 6, art. 71; 2020, ch. 1, art. 109.

Demande d'aide

Demande d'aide

51.04 (1) Le propriétaire d'une marque protégée peut présenter au ministre, selon les modalités que celui-ci précise, une demande d'aide en vue de faciliter l'exercice de ses recours au titre de la présente loi à l'égard des produits importés ou exportés en contravention de l'article 51.03.

Contenu de la demande

(2) La demande d'aide précise les nom et adresse au Canada du propriétaire de la marque protégée, ainsi que tout autre renseignement exigé par le ministre, notamment en ce qui a trait à la marque et aux produits pour lesquels la marque a été déposée ou, dans le cas d'une indication géographique, les produits qui sont désignés par celle-ci.

Période de validité

(3) La demande d'aide est valide pour une période de deux ans à compter du jour de son acceptation par le ministre. Celui-ci peut, sur demande du propriétaire de la marque protégée, prolonger de deux ans cette période, et ce, plus d'une fois.

Sûreté

(4) Le ministre peut exiger, comme condition d'acceptation de la demande d'aide ou de la prolongation de la période de validité de celle-ci, qu'une sûreté, dont il fixe le montant et la nature, soit fournie par le propriétaire de la marque protégée afin de garantir l'exécution des obligations de ce dernier au titre de l'article 51.09.

Tenue à jour

(5) Le propriétaire de la marque protégée est tenu d'informer par écrit le ministre, dès que possible, de tout changement relatif :

a) à la validité de la marque protégée qui fait l'objet de la demande d'aide;

- (b) the ownership of the protected mark; or
- (c) the goods for which the trademark is registered or, in the case of a geographical indication, the goods identified by the indication.

2014, c. 32, s. 43, c. 20, s. 361(E); 2017, c. 6, s. 72.

Measures Relating to Detained Goods

Provision of information by customs officer

51.05 A customs officer who is detaining goods under section 101 of the *Customs Act* may, in the officer's discretion, to obtain information about whether the importation or exportation of the goods is prohibited under section 51.03, provide the owner of a relevant protected mark with a sample of the goods and with any information about the goods that the customs officer reasonably believes does not directly or indirectly identify any person.

2014, c. 32, s. 43; 2017, c. 6, s. 78.

Provision of information to pursue remedy

51.06 (1) A customs officer who is detaining goods under section 101 of the *Customs Act* and who has reasonable grounds to suspect that the importation or exportation of the goods is prohibited under section 51.03 may, in the officer's discretion, if the Minister has accepted a request for assistance with respect to a relevant protected mark filed by its owner, provide that owner with a sample of the goods and with information about the goods that could assist them in pursuing a remedy under this Act, such as

- (a) a description of the goods and their characteristics;
- (b) the name and address of their owner, importer, exporter and consignee and of the person who made them and of any other person involved in their movement;
- (c) their quantity;
- (d) the countries in which they were made and through which they passed in transit; and
- (e) the day on which they were imported, if applicable.

Detention

(2) Subject to subsection (3), the customs officer shall not detain, for the purpose of enforcing section 51.03, the

- b) à la propriété de cette marque;
- c) aux produits pour lesquels la marque de commerce a été déposée ou, dans le cas d'une indication géographique, ceux qui sont désignés par celle-ci.

2014, ch. 32, art. 43, ch. 20, art. 361(A); 2017, ch. 6, art. 72.

Mesures relatives aux produits retenus

Fourniture de renseignements par l'agent des douanes

51.05 L'agent des douanes qui retient des produits en vertu de l'article 101 de la *Loi sur les douanes* peut, à sa discrétion et en vue d'obtenir des renseignements sur l'éventuelle interdiction, au titre de l'article 51.03, de leur importation ou de leur exportation, fournir au propriétaire de la marque protégée en cause des échantillons des produits et tout renseignement à leur sujet s'il croit, pour des motifs raisonnables, que le renseignement ne peut, même indirectement, identifier quiconque.

2014, ch. 32, art. 43; 2017, ch. 6, art. 78.

Fourniture de renseignements en vue de l'exercice de recours

51.06 (1) L'agent des douanes qui a des motifs raisonnables de soupçonner que des produits qu'il retient en vertu de l'article 101 de la *Loi sur les douanes* sont interdits d'importation ou d'exportation au titre de l'article 51.03 peut, à sa discrétion, fournir au propriétaire de la marque protégée en cause, si celui-ci a présenté une demande d'aide acceptée par le ministre à l'égard de cette marque, des échantillons des produits ainsi que des renseignements au sujet des produits qui pourraient lui être utiles pour l'exercice de ses recours au titre de la présente loi, tels que :

- a) leur description et celle de leurs caractéristiques;
- b) les nom et adresse de leur propriétaire, importateur, exportateur et consignataire ainsi que de leur producteur et de toute autre personne jouant un rôle dans leur mouvement;
- c) leur nombre;
- d) les pays où ils ont été produits et ceux par lesquels ils ont transité;
- e) la date de leur importation, le cas échéant.

Rétention

(2) Sous réserve du paragraphe (3), l'agent des douanes ne peut, dans le cadre de l'application de l'article 51.03,

goods for more than 10 working days — or, if the goods are perishable, for more than five days — after the day on which the customs officer first sends or makes available a sample or information to the owner under subsection (1). At the request of the owner made while the goods are detained for the purpose of enforcing section 51.03, the customs officer may, having regard to the circumstances, detain non-perishable goods for one additional period of not more than 10 working days.

Notice of proceedings

(3) If, before the goods are no longer detained for the purpose of enforcing of section 51.03, the owner of a relevant protected mark has provided the Minister, in the manner specified by the Minister, with a copy of a document filed with a court commencing proceedings to obtain a remedy under this Act with respect to the detained goods, the customs officer shall continue to detain them until the Minister is informed in writing that

- (a)** the proceedings are finally disposed of, settled or abandoned;
- (b)** a court directs that the goods are no longer to be detained for the purpose of the proceedings; or
- (c)** the owner of the mark consents to the goods no longer being so detained.

Continued detention

(4) The occurrence of any of the events referred to in paragraphs (3)(a) to (c) does not preclude a customs officer from continuing to detain the goods under the *Customs Act* for a purpose other than with respect to the proceedings.

2014, c. 32, s. 43; 2017, c. 6, ss. 73(F), 78, 79(E); 2020, c. 1, s. 110.

Restriction on information use — section 51.05

51.07 (1) A person who receives a sample or information that is provided under section 51.05 shall not use the information, or information that is derived from the sample, for any purpose other than to give information to the customs officer about whether the importation or exportation of the goods is prohibited under section 51.03.

Restriction on information use — subsection 51.06(1)

(2) A person who receives a sample or information that is provided under subsection 51.06(1) shall not use the

retenir les produits pendant plus de dix jours ouvrables après la date où, pour la première fois, des échantillons ou renseignements sont envoyés au propriétaire de la marque protégée en cause ou sont mis à sa disposition en application du paragraphe (1). S'agissant de produits périssables, il ne peut les retenir pendant plus de cinq jours après cette date. À la demande du propriétaire de la marque, présentée avant la fin de la rétention des produits dans le cadre de l'application de cet article, l'agent des douanes peut, compte tenu des circonstances, retenir les produits non-périssables pour une seule période supplémentaire d'au plus dix jours ouvrables.

Avis du recours

(3) Si, avant la fin de la rétention des produits dans le cadre de l'application de l'article 51.03, le propriétaire de la marque protégée en cause communique au ministre, selon les modalités fixées par celui-ci, une copie de l'acte introductif d'instance déposé devant un tribunal dans le cadre d'un recours formé au titre de la présente loi à l'égard de ces produits, l'agent des douanes retient ceux-ci jusqu'à ce que le ministre soit informé par écrit, selon le cas :

- a)** du prononcé de la décision finale sur le recours, du règlement ou de l'abandon de celui-ci;
- b)** de la décision d'un tribunal ordonnant la fin de la rétention des produits pour l'exercice du recours;
- c)** du consentement du propriétaire de la marque à ce qu'il soit mis fin à cette rétention.

Poursuite de la rétention

(4) La survenance de l'un ou l'autre des faits visés aux alinéas (3)a) à c) n'empêche pas l'agent des douanes de continuer à retenir les produits en vertu de la *Loi sur les douanes* dans un but étranger au recours.

2014, ch. 32, art. 43; 2017, ch. 6, art. 73(F), 78 et 79(A); 2020, ch. 1, art. 110.

Utilisation des renseignements fournis au titre de l'article 51.05

51.07 (1) La personne qui reçoit des échantillons ou des renseignements fournis au titre de l'article 51.05 ne peut utiliser ces renseignements et ceux obtenus au moyen des échantillons qu'en vue de fournir à l'agent des douanes des renseignements au sujet de l'éventuelle interdiction d'importation ou d'exportation des produits au titre de l'article 51.03.

Utilisation des renseignements fournis au titre du paragraphe 51.06(1)

(2) La personne qui reçoit des échantillons ou des renseignements fournis au titre du paragraphe 51.06(1) ne

information, or information that is derived from the sample, for any purpose other than to pursue remedies under this Act.

For greater certainty

(3) For greater certainty, subsection (2) does not prevent the confidential communication of information about the goods for the purpose of reaching an out-of-court settlement.

2014, c. 32, s. 43.

Inspection

51.08 After a sample or information has been provided under subsection 51.06(1), a customs officer may, in the officer's discretion, give the owner, importer, exporter and consignee of the detained goods and the owner of the relevant protected mark an opportunity to inspect the goods.

2014, c. 32, s. 43; 2017, c. 6, s. 78.

Liability for charges

51.09 (1) The owner of a relevant protected mark who has received a sample or information under subsection 51.06(1) is liable to Her Majesty in right of Canada for the storage and handling charges for the detained goods — and, if applicable, for the charges for destroying them — for the period beginning on the day after the day on which a customs officer first sends or makes available a sample or information to that owner under that subsection and ending on the first day on which one of the following occurs:

- (a)** the goods are no longer detained for the purpose of enforcing section 51.03 or, if subsection 51.06(3) applies, for the purpose of the proceedings referred to in that subsection;
- (b)** the Minister receives written notification in which the owner of the mark states that the importation or exportation of the goods does not, with respect to the owner's relevant protected mark, contravene section 51.03;
- (c)** the Minister receives written notification in which the owner of the mark states that they will not, while the goods are detained for the purpose of enforcing section 51.03, commence proceedings to obtain a remedy under this Act with respect to them.

Exception — paragraph (1)(a)

(2) Despite paragraph (1)(a), if the goods are forfeited under subsection 39(1) of the *Customs Act* and the Minister did not, before the end of the detention of the goods for the purpose of enforcing section 51.03, receive a copy of a document filed with a court commencing

peut utiliser ces renseignements et ceux obtenus au moyen des échantillons qu'en vue d'exercer ses recours au titre de la présente loi.

Précision

(3) Il est entendu que le paragraphe (2) n'interdit pas la communication de renseignements au sujet des produits qui est faite confidentiellement afin de parvenir à un règlement à l'amiable.

2014, ch. 32, art. 43.

Inspection

51.08 L'agent des douanes qui a fourni des échantillons ou des renseignements en vertu du paragraphe 51.06(1) peut, à sa discrétion, donner au propriétaire, à l'importateur, à l'exportateur et au consignataire des produits retenus et au propriétaire de la marque protégée en cause la possibilité de les inspecter.

2014, ch. 32, art. 43; 2017, ch. 6, art. 78.

Obligation de payer les frais

51.09 (1) Le propriétaire de la marque protégée en cause qui a reçu des échantillons ou des renseignements au titre du paragraphe 51.06(1) est tenu de payer à Sa Majesté du chef du Canada les frais d'entreposage, de manutention et, le cas échéant, de destruction des produits retenus, et ce pour la période commençant le jour suivant celui où, pour la première fois, des échantillons ou renseignements lui sont envoyés ou sont mis à sa disposition en application de ce paragraphe et se terminant dès le jour où l'une ou l'autre des conditions suivantes est remplie :

- a)** les produits ne sont plus retenus dans le cadre de l'application de l'article 51.03 ou, si le paragraphe 51.06(3) s'applique, pour l'exercice du recours visé à ce paragraphe;
- b)** le ministre reçoit de lui une déclaration écrite portant que l'importation ou l'exportation des produits n'est pas contraire, relativement à sa marque protégée en cause, à l'article 51.03;
- c)** le ministre reçoit de lui une déclaration écrite l'informant qu'il n'entreprendra pas de recours au titre de la présente loi à l'égard de ces produits pendant qu'ils sont retenus dans le cadre de l'application de l'article 51.03.

Exception — alinéa (1)a)

(2) Malgré l'alinéa (1)a), la période se termine le jour de la confiscation si les produits sont confisqués en vertu du paragraphe 39(1) de la *Loi sur les douanes* et que le ministre n'a reçu, avant la fin de la rétention dans le cadre de l'application de l'article 51.03, ni copie de l'acte

proceedings to obtain a remedy under this Act with respect to the detained goods or the written notification referred to in paragraph (1)(b) or (c), the period ends on the day on which the goods are forfeited.

Exception — paragraph (1)(c)

(3) Despite paragraph (1)(c), if the goods are forfeited under subsection 39(1) of the *Customs Act* after the Minister has received the written notification referred to in that paragraph, the period ends on the day on which the goods are forfeited.

Joint and several or solidary liability

(4) The owner and the importer or exporter of goods that are forfeited in the circumstances set out in subsection (2) or (3) are jointly and severally, or solidarily, liable to the owner of the relevant protected mark for all the charges under subsection (1) paid by the owner of the relevant protected mark with respect to the period

(a) in the circumstances referred to in subsection (2), beginning on the day on which the goods are no longer detained for the purpose of enforcing section 51.03 and ending on the day on which the goods are forfeited; and

(b) in the circumstances referred to in subsection (3), beginning on the day on which the Minister receives the written notification referred to in paragraph (1)(c) and ending on the day on which the goods are forfeited.

Exception

(5) Subsections (1) to (3) do not apply if

(a) the detention of the goods for the purpose of enforcing section 51.03 ends before the expiry of 10 working days — or, if the goods are perishable, before the expiry of five days — after the day on which the customs officer first sends or makes available a sample or information to the owner of the mark under subsection 51.06(1); and

(b) the Minister has not, by the end of the detention, received a copy of a document filed with a court commencing proceedings to obtain a remedy under this Act with respect to the detained goods or the written notification referred to in paragraph (1)(b) or (c).

2014, c. 32, s. 43; 2017, c. 6, ss. 78, 79(E).

introductif d'instance déposé devant un tribunal dans le cadre d'un recours formé au titre de la présente loi à l'égard de ces produits, ni l'une des déclarations visées aux alinéas (1)b) ou c).

Exception — alinéa (1)c)

(3) Malgré l'alinéa (1)c), si les produits sont confisqués en vertu du paragraphe 39(1) de la *Loi sur les douanes* après la réception par le ministre de la déclaration visée à cet alinéa, la période se termine le jour de la confiscation.

Obligation solidaire de rembourser

(4) Le propriétaire et l'importateur ou l'exportateur des produits confisqués dans les circonstances visées aux paragraphes (2) ou (3) sont solidairement tenus de rembourser au propriétaire de la marque protégée en cause les frais que celui-ci a payés aux termes du paragraphe (1) :

a) dans les circonstances visées au paragraphe (2), pour la période commençant le jour où prend fin la rétention des produits dans le cadre de l'application de l'article 51.03 et se terminant le jour de la confiscation;

b) dans les circonstances visées au paragraphe (3), pour la période commençant le jour où le ministre reçoit la déclaration visée à l'alinéa (1)c) et se terminant le jour de la confiscation.

Exception

(5) Les paragraphes (1) à (3) ne s'appliquent pas si la rétention des produits dans le cadre de l'application de l'article 51.03 prend fin :

a) d'une part, avant l'expiration de dix jours ouvrables — ou s'il s'agit de produits périssables, avant l'expiration de cinq jours — après le jour où, pour la première fois, des échantillons ou renseignements sont envoyés au propriétaire de la marque protégée en cause ou sont mis à sa disposition en application du paragraphe 51.06(1);

b) d'autre part, sans que le ministre n'ait reçu copie de l'acte introductif d'instance déposé devant un tribunal dans le cadre d'un recours formé au titre de la présente loi à l'égard de ces produits ou l'une des déclarations visées aux alinéas (1)b) ou c).

2014, ch. 32, art. 43; 2017, ch. 6, art. 78 et 79(A).

No Liability

No liability

51.1 Neither Her Majesty nor a customs officer is liable for any loss or damage suffered in relation to the enforcement or application of sections 51.03 to 51.06 and 51.08 because of

- (a) the detention of goods, except if the detention contravenes subsection 51.06(2);
- (b) the failure to detain goods; or
- (c) the release or cessation of detention of any detained goods, except if the release or cessation contravenes subsection 51.06(3).

2014, c. 32, s. 43.

Powers of Court Relating to Detained Goods

Application to court

51.11 (1) In the course of proceedings referred to in subsection 51.06(3), the court may, on the application of the Minister or a party to the proceedings,

- (a) impose conditions on the storage or detention of the goods that are the subject of the proceedings; or
- (b) direct that the goods are no longer to be detained for the purpose of the proceedings, on any conditions that the court may impose, if their owner, importer, exporter or consignee furnishes security in an amount fixed by the court.

Minister's consent

(2) If a party applies to have the detained goods stored in a place other than a bonded warehouse or a sufferance warehouse, as those terms are defined in subsection 2(1) of the *Customs Act*, the Minister must consent to the storage of the goods in that place before a condition to that effect is imposed under subsection (1).

Customs Act

(3) The court may impose a condition described in subsection (2) despite section 31 of the *Customs Act*.

Continued detention

(4) A direction under paragraph (1)(b) that the goods are no longer to be detained for the purpose of the proceedings does not preclude a customs officer from continuing to detain the goods under the *Customs Act* for another purpose.

Immunité

Immunité

51.1 Ni Sa Majesté ni l'agent des douanes ne peuvent être tenus responsables des dommages ou des pertes liés à l'application ou au contrôle d'application des articles 51.03 à 51.06 et 51.08 qui découlent, selon le cas :

- a) de la rétention de produits, sauf si celle-ci est contraire au paragraphe 51.06(2);
- b) de l'omission de retenir des produits;
- c) du dédouanement ou de la fin de la rétention de produits, sauf si l'un ou l'autre est contraire au paragraphe 51.06(3).

2014, ch. 32, art. 43.

Pouvoirs du tribunal relativement aux produits retenus

Demande au tribunal

51.11 (1) Dans le cadre du recours mentionné au paragraphe 51.06(3), le tribunal peut, à la demande du ministre ou d'une partie :

- a) assortir de conditions la rétention ou l'entreposage des produits visés;
- b) ordonner qu'il soit mis fin, aux conditions qu'il peut préciser, à leur rétention pour l'exercice du recours, si une sûreté, dont il fixe le montant, est fournie par leur propriétaire, importateur, exportateur ou consignataire.

Consentement du ministre

(2) Si une partie demande que les produits retenus soient entreposés dans un établissement autre qu'un entrepôt d'attente ou un entrepôt de stockage au sens du paragraphe 2(1) de la *Loi sur les douanes*, le ministre doit approuver l'entreposage dans l'établissement avant que le tribunal ne fixe une condition à cet effet.

Loi sur les douanes

(3) Le tribunal peut fixer une condition visée au paragraphe (2) malgré l'article 31 de la *Loi sur les douanes*.

Poursuite de la rétention

(4) L'ordonnance rendue en vertu de l'alinéa (1)b) mettant fin à la rétention pour l'exercice du recours n'empêche pas l'agent des douanes de continuer à retenir les produits en vertu de la *Loi sur les douanes* dans un autre but.

Security

(5) In the course of proceedings referred to in subsection 51.06(3), the court may, on the application of the Minister or a party to the proceedings, require the owner of the relevant protected mark to furnish security, in an amount fixed by the court,

(a) to cover duties, as defined in subsection 2(1) of the *Customs Act*, storage and handling charges, and any other amount that may become chargeable against the goods; and

(b) to answer any damages that may by reason of the detention be sustained by the owner, importer, exporter or consignee of the goods.

2014, c. 32, s. 43; 2017, c. 6, s. 78.

Damages against trademark owner

51.12 A court may award damages against the owner of a relevant protected mark who commenced proceedings referred to in subsection 51.06(3) to the owner, importer, exporter or consignee of the goods who is a party to the proceedings for losses, costs or prejudice suffered as a result of the detention of goods if the proceedings are dismissed or discontinued.

2014, c. 32, s. 43, c. 20, s. 361(E); 2017, c. 6, s. 78.

Trademark Agents

Privileged communication

51.13 (1) A communication that meets the following conditions is privileged in the same way as a communication that is subject to solicitor-client privilege or, in civil law, to professional secrecy of advocates and notaries and no person shall be required to disclose, or give testimony on, the communication in a civil, criminal or administrative action or proceeding:

- (a)** it is between a trademark agent and their client;
- (b)** it is intended to be confidential; and
- (c)** it is made for the purpose of seeking or giving advice with respect to any matter relating to the protection of a trademark, geographical indication or mark referred to in paragraph 9(1)(e), (i), (i.1), (i.3), (n) or (n.1).

Sûreté

(5) Dans le cadre du recours mentionné au paragraphe 51.06(3), le tribunal peut, à la demande du ministre ou d'une partie, obliger le propriétaire de la marque protégée en cause à fournir une sûreté, d'un montant fixé par le tribunal, en vue de couvrir les droits — au sens du paragraphe 2(1) de la *Loi sur les douanes* —, les frais de manutention et d'entreposage et les autres charges éventuellement applicables ainsi que les dommages que peut subir, du fait de la rétention, le propriétaire, l'importateur, l'exportateur ou le consignataire des produits.

2014, ch. 32, art. 43; 2017, ch. 6, art. 78.

Dommages-intérêts à l'encontre du propriétaire de la marque de commerce

51.12 En cas de désistement ou de rejet du recours mentionné au paragraphe 51.06(3), le tribunal peut accorder des dommages-intérêts au propriétaire, à l'importateur, à l'exportateur ou au consignataire des produits visés qui est une partie au recours, à l'encontre du propriétaire de la marque protégée en cause qui l'a exercé, pour les frais engagés ou pour les pertes ou le préjudice subis en raison de la rétention des produits.

2014, ch. 32, art. 43, ch. 20, art. 361(A); 2017, ch. 6, art. 78.

Agents de marques de commerce

Communication protégée

51.13 (1) La communication qui remplit les conditions ci-après est protégée de la même façon que le sont les communications visées par le secret professionnel de l'avocat ou du notaire et nul ne peut être contraint, dans le cadre de toute action ou procédure civile, pénale ou administrative, de la divulguer ou de fournir un témoignage à son égard :

- a)** elle est faite entre un agent de marques de commerce et son client;
- b)** elle est destinée à être confidentielle;
- c)** elle vise à donner ou à recevoir des conseils en ce qui a trait à toute affaire relative à la protection d'une marque de commerce, d'une indication géographique ou d'une marque visée aux alinéas 9(1)e), i), i.1), i.3), n) ou n.1).

Waiver

(2) Subsection (1) does not apply if the client expressly or implicitly waives the privilege.

Exceptions

(3) Exceptions to solicitor-client privilege or, in civil law, to professional secrecy of advocates and notaries apply to a communication that meets the conditions set out in paragraphs (1)(a) to (c).

Trademark agents — country other than Canada

(4) A communication between an individual who is authorized to act as the equivalent of a trademark agent under the law of a country other than Canada and that individual's client that is privileged under the law of that other country and that would be privileged under subsection (1) had it been made between a trademark agent and their client is deemed to be a communication that meets the conditions set out in paragraphs (1)(a) to (c).

Individual acting on behalf of trademark agent or client

(5) For the purposes of this section, a trademark agent or an individual who is authorized to act as the equivalent of a trademark agent under the law of a country other than Canada includes an individual acting on their behalf and a client includes an individual acting on the client's behalf.

Application

(6) This section applies to communications that are made before the day on which this section comes into force if they are still confidential on that day and to communications that are made after that day. However, this section does not apply in respect of an action or proceeding commenced before that day.

Definition of trademark agent

(7) In this section, **trademark agent** has the same meaning as in section 2 of the *College of Patent Agents and Trademark Agents Act*.

2015, c. 36, s. 66; 2014, c. 20, s. 361(E); 2014, c. 20, s. 366(E); 2018, c. 27, s. 257.

Legal Proceedings

Definitions

52 In sections 53 to 53.3,

Renonciation

(2) Le paragraphe (1) ne s'applique pas si le client renonce expressément ou implicitement à la protection de la communication.

Exceptions

(3) Les exceptions au secret professionnel de l'avocat ou du notaire s'appliquent à la communication qui remplit les conditions visées aux alinéas (1)a) à c).

Agents de marques de commerce d'un pays étranger

(4) La communication faite entre une personne physique autorisée, en vertu du droit d'un pays étranger, à agir dans un rôle équivalent à celui d'agent de marques de commerce et son client qui est protégée au titre de ce droit et qui serait protégée au titre du paragraphe (1) si elle avait été faite entre un agent de marques de commerce et son client est réputée être une communication qui remplit les conditions visées aux alinéas (1)a) à c).

Personnes physiques agissant au nom des agents de marques de commerce ou des clients

(5) Pour l'application du présent article, l'agent de marques de commerce ou la personne physique qui est autorisée, en vertu du droit d'un pays étranger, à agir dans un rôle équivalent à celui d'agent de marques de commerce comprend la personne physique agissant en son nom, et le client comprend la personne physique agissant en son nom.

Application

(6) Le présent article s'applique aux communications qui sont faites avant la date d'entrée en vigueur de celui-ci si, à cette date, elles sont toujours confidentielles et à celles qui sont faites après cette date. Toutefois, il ne s'applique pas dans le cadre de toute action ou procédure commencée avant cette date.

Définition de agent de marques de commerce

(7) Au présent article, **agent de marques de commerce** s'entend au sens de l'article 2 de la *Loi sur le Collège des agents de brevets et des agents de marques de commerce*.

2015, ch. 36, art. 66; 2014, ch. 20, art. 361(A); 2014, ch. 20, art. 366(A); 2018, ch. 27, art. 257.

Procédures judiciaires

Définitions

52 Les définitions qui suivent s'appliquent aux articles 53 à 53.3.

court means the Federal Court or the superior court of a province; (*tribunal*)

duties has the same meaning as in the *Customs Act*; (*droits*)

Minister means the Minister of Public Safety and Emergency Preparedness. (*ministre*)

release [Repealed, 2014, c. 32, s. 44]

R.S., 1985, c. T-13, s. 52; 1993, c. 44, s. 234; 2005, c. 38, ss. 142, 145; 2014, c. 32, s. 44.

Proceedings for interim custody

53 (1) Where a court is satisfied, on application of any interested person, that any registered trademark, any trademark that is confusing with a registered trademark or any trade name has been applied to any goods that have been imported into Canada or are about to be distributed in Canada in such a manner that the distribution of the goods would be contrary to this Act, or that any indication of a place of origin has been unlawfully applied to any goods, the court may make an order for the interim custody of the goods, pending a final determination of the legality of their importation or distribution in an action commenced within such time as is prescribed by the order.

Security

(2) Before making an order under subsection (1), the court may require the applicant to furnish security, in an amount fixed by the court, to answer any damages that may by reason of the order be sustained by the owner, importer or consignee of the goods and for any amount that may become chargeable against the goods while they remain in custody under the order.

Lien for charges

(3) Where, by the judgment in any action under this section finally determining the legality of the importation or distribution of the goods, their importation or distribution is forbidden, either absolutely or on condition, any lien for charges against them that arose prior to the date of an order made under this section has effect only so far as may be consistent with the due execution of the judgment.

Prohibition of imports

(4) Where in any action under this section the court finds that the importation is or the distribution would be

dédouanement [Abrogée, 2014, ch. 32, art. 44]

droits S'entend au sens de la *Loi sur les douanes*. (*duties*)

ministre Le ministre de la Sécurité publique et de la Protection civile. (*Minister*)

tribunal La Cour fédérale ou la cour supérieure d'une province. (*court*)

L.R. (1985), ch. T-13, art. 52; 1993, ch. 44, art. 234; 2005, ch. 38, art. 142 et 145; 2014, ch. 32, art. 44.

Rétention provisoire de produits faisant l'objet de contraventions

53 (1) S'il est convaincu, sur demande de toute personne intéressée, qu'une marque de commerce déposée, une marque de commerce créant de la confusion avec une marque de commerce déposée ou un nom commercial a été appliqué à des produits importés au Canada ou qui sont sur le point d'être distribués au Canada de telle façon que la distribution de ces produits serait contraire à la présente loi, ou qu'une indication de lieu d'origine a été illégalement appliquée à des produits, le tribunal peut rendre une ordonnance décrétant la rétention provisoire des produits, en attendant un prononcé final sur la légalité de leur importation ou distribution, dans une action intentée dans le délai prescrit par l'ordonnance.

Garantie

(2) Avant de rendre une ordonnance sous le régime du paragraphe (1), le tribunal peut exiger du demandeur qu'il fournisse une garantie, au montant fixé par le tribunal, destinée à répondre de tous dommages que le propriétaire, l'importateur ou le consignataire des produits peut subir en raison de l'ordonnance, et couvrant tout montant susceptible de devenir imputable aux produits pendant qu'ils demeurent sous rétention selon l'ordonnance.

Privilège pour charges

(3) Lorsque, aux termes du jugement dans une action intentée aux termes du présent article déterminant de façon définitive la légalité de l'importation ou de la distribution des produits, l'importation ou la distribution en est interdite soit absolument, soit de façon conditionnelle, un privilège couvrant des charges contre ces produits ayant pris naissance avant la date d'une ordonnance rendue sous le régime du présent article n'a d'effet que dans la mesure compatible avec l'exécution du jugement.

Importations interdites

(4) Lorsque, au cours de l'action, le tribunal trouve que cette importation est contraire à la présente loi, ou que

contrary to this Act, it may make an order prohibiting the future importation of goods to which the trademark, trade name or indication of origin has been applied.

How application made

(5) An application referred to in subsection (1) may be made in an action or otherwise, and either on notice or *ex parte*.

Limitation

(6) No proceedings may be taken under subsection (1) for the interim custody of goods by the Minister if proceedings for the detention of the goods by the Minister may be taken under section 53.1.

R.S., 1985, c. T-13, s. 53; 1993, c. 44, s. 234; 2014, c. 20, ss. 361(E), 362(E), c. 32, s. 53; 2018, c. 23, s. 17.

Proceedings for detention by Minister

53.1 (1) Where a court is satisfied, on application by the owner of a registered trademark, that any goods to which the registered trademark or a trademark that is confusing with the registered trademark has been applied are about to be imported into Canada or have been imported into Canada but have not yet been released, and that the distribution of the goods in Canada would be contrary to this Act, the court may make an order

(a) directing the Minister to take reasonable measures, on the basis of information reasonably required by the Minister and provided by the applicant, to detain the goods;

(b) directing the Minister to notify the applicant and the owner or importer of the goods, forthwith after detaining them, of the detention and the reasons therefor; and

(c) providing for such other matters as the court considers appropriate.

How application made

(2) An application referred to in subsection (1) may be made in an action or otherwise, and either on notice or *ex parte*, except that it must always be made on notice to the Minister.

Court may require security

(3) Before making an order under subsection (1), the court may require the applicant to furnish security, in an amount fixed by the court,

cette distribution serait contraire à la présente loi, il peut rendre une ordonnance prohibant l'importation future de produits auxquels a été appliquée cette marque de commerce, ce nom commercial ou cette indication de lieu d'origine.

Demandes

(5) La demande prévue au paragraphe (1) peut être faite dans une action ou autrement, et soit sur avis, soit *ex parte*.

Restriction

(6) Dans le cas où une procédure peut être engagée en vertu de l'article 53.1 pour la détention de produits par le ministre, il n'est pas possible d'intenter l'action prévue au paragraphe (1) pour la rétention provisoire par le Ministre.

L.R. (1985), ch. T-13, art. 53; 1993, ch. 44, art. 234; 2014, ch. 20, art. 361(A) et 362(A), ch. 32, art. 53; 2018, ch. 23, art. 17.

Ordonnance visant le ministre

53.1 (1) S'il est convaincu, sur demande du propriétaire d'une marque de commerce déposée, que des produits auxquels a été appliquée cette marque de commerce ou une marque de commerce créant de la confusion avec la marque de commerce déposée sont sur le point d'être importés au Canada ou ont été importés au Canada sans être dédouanés et que la distribution de ces produits serait contraire à la présente loi, le tribunal peut :

a) ordonner au ministre de prendre, sur la foi de renseignements que celui-ci a valablement exigés du demandeur, toutes mesures raisonnables pour détenir les produits;

b) ordonner au ministre d'aviser sans délai le demandeur et le propriétaire ou l'importateur des produits de leur détention en mentionnant ses motifs;

c) prévoir, dans l'ordonnance, toute autre mesure qu'il juge indiquée.

Demande

(2) La demande est faite dans une action ou toute autre procédure, sur avis adressé au ministre et, pour toute autre personne, soit sur avis, soit *ex parte*.

Garantie

(3) Avant de rendre l'ordonnance, le tribunal peut obliger le demandeur à fournir une garantie, d'un montant déterminé par le tribunal, en vue de couvrir les droits, les frais de transport et d'entreposage, et autres ainsi que les dommages que peut subir, du fait de l'ordonnance, le

(a) to cover duties, storage and handling charges, and any other amount that may become chargeable against the goods; and

(b) to answer any damages that may by reason of the order be sustained by the owner, importer or consignee of the goods.

Application for directions

(4) The Minister may apply to the court for directions in implementing an order made under subsection (1).

Minister may allow inspection

(5) The Minister may give the applicant or the importer of the detained goods an opportunity to inspect them for the purpose of substantiating or refuting, as the case may be, the applicant's claim.

Where applicant fails to commence an action

(6) Unless an order made under subsection (1) provides otherwise, the Minister shall, subject to the *Customs Act* and to any other Act of Parliament that prohibits, controls or regulates the importation or exportation of goods, release the goods without further notice to the applicant if, two weeks after the applicant has been notified under paragraph (1)(b), the Minister has not been notified that an action has been commenced for a final determination by the court of the legality of the importation or distribution of the goods.

Where court finds in plaintiff's favour

(7) Where, in an action commenced under this section, the court finds that the importation is or the distribution would be contrary to this Act, the court may make any order that it considers appropriate in the circumstances, including an order that the goods be destroyed or exported, or that they be delivered up to the plaintiff as the plaintiff's property absolutely.

1993, c. 44, s. 234; 2014, c. 20, s. 361(E), c. 32, s. 53; 2018, c. 23, s. 18.

Power of court to grant relief

53.2 (1) If a court is satisfied, on application of any interested person, that any act has been done contrary to this Act, the court may make any order that it considers appropriate in the circumstances, including an order providing for relief by way of injunction and the recovery of damages or profits, for punitive damages and for the destruction or other disposition of any offending goods, packaging, labels and advertising material and of any equipment used to produce the goods, packaging, labels or advertising material.

propriétaire, l'importateur ou le consignataire des produits.

Demande d'instructions

(4) Le ministre peut s'adresser au tribunal pour obtenir des instructions quant à l'application de l'ordonnance.

Permission du ministre d'inspecter

(5) Le ministre peut donner au demandeur ou à l'importateur la possibilité d'inspecter les produits en détention afin de justifier ou de réfuter les prétentions du demandeur.

Obligations du demandeur

(6) Sauf disposition contraire d'une ordonnance rendue en vertu du paragraphe (1) et sous réserve de la *Loi sur les douanes* ou de toute autre loi fédérale prohibant, contrôlant ou réglementant les importations ou les exportations, le ministre dédouane les produits, sans autre avis au demandeur, si, dans les deux semaines qui suivent la notification prévue à l'alinéa (1)b), il n'a pas été avisé qu'une action a été engagée pour que le tribunal se prononce sur la légalité de l'importation ou de la distribution des produits.

Destruction ou restitution des produits

(7) Lorsque, au cours d'une action intentée sous le régime du présent article, il conclut que l'importation est, ou que la distribution serait, contraire à la présente loi, le tribunal peut rendre toute ordonnance qu'il juge indiquée, notamment quant à leur destruction ou à leur restitution au demandeur en toute propriété.

1993, ch. 44, art. 234; 2014, ch. 20, art. 361(A), ch. 32, art. 53; 2018, ch. 23, art. 18.

Pouvoir du tribunal d'accorder une réparation

53.2 (1) Lorsqu'il est convaincu, sur demande de toute personne intéressée, qu'un acte a été accompli contrairement à la présente loi, le tribunal peut rendre les ordonnances qu'il juge indiquées, notamment pour réparation par voie d'injonction ou par recouvrement de dommages-intérêts ou de profits, pour l'imposition de dommages punitifs, ou encore pour la disposition par destruction ou autrement des produits, emballages, étiquettes et matériel publicitaire contrevenant à la présente loi et de tout équipement employé pour produire ceux-ci.

Notice to interested persons

(2) Before making an order for destruction or other disposition, the court shall direct that notice be given to any person who has an interest or right in the item to be destroyed or otherwise disposed of, unless the court is of the opinion that the interests of justice do not require that notice be given.

1993, c. 44, s. 234; 2014, c. 32, s. 45.

Unaltered state — exportation, sale or distribution

53.3 (1) A court is not permitted, in any proceeding under section 53.1 or 53.2, to make an order under that section requiring or permitting the goods to be exported, sold or distributed in an unaltered state, except in a manner that does not affect the legitimate interests of the owner of the registered trademark or except in exceptional circumstances, if the court finds that

(a) goods bearing the registered trademark have been imported into Canada in such a manner that the distribution of the goods in Canada would be contrary to this Act; and

(b) the registered trademark has, without the consent of the owner, been applied to those goods with the intent of counterfeiting or imitating the trademark, or of deceiving the public and inducing them to believe that the goods were made with the consent of the owner.

Removal of trademark

(2) Subsection (1) also applies with respect to goods for which the only alteration is the removal of the trademark.

1993, c. 44, s. 234; 2014, c. 20, s. 361(E), c. 32, s. 45.

Evidence

54 (1) Evidence of any document in the official custody of the Registrar or of any extract therefrom may be given by the production of a copy thereof purporting to be certified to be true by the Registrar.

Idem

(2) A copy of any entry in the register purporting to be certified to be true by the Registrar is evidence of the facts set out therein.

Idem

(3) A copy of the record of the registration of a trademark purporting to be certified to be true by the Registrar is evidence of the facts set out therein and that the person named therein as owner is the registered owner of

Autres personnes intéressées

(2) Sauf s'il estime que l'intérêt de la justice ne l'exige pas, le tribunal, avant d'ordonner la disposition des biens en cause, exige qu'un préavis soit donné aux personnes qui ont un droit ou intérêt sur ceux-ci.

1993, ch. 44, art. 234; 2014, ch. 32, art. 45.

Exportation, vente ou distribution des produits non modifiés

53.3 (1) Dans les procédures engagées au titre des articles 53.1 ou 53.2, le tribunal ne peut, en vertu de ces articles, rendre une ordonnance prévoyant l'exportation, la vente ou la distribution — sauf d'une façon qui n'est pas préjudiciable aux intérêts légitimes du propriétaire de la marque de commerce déposée ou dans des circonstances exceptionnelles — de produits non modifiés s'il conclut :

a) d'une part, que les produits, portant la marque de commerce déposée, ont été importés de telle façon que leur distribution au Canada serait contraire à la présente loi;

b) d'autre part, que la marque de commerce déposée a été appliquée sur ces produits sans le consentement du propriétaire et avec l'intention de la contrefaire ou de l'imiter, ou de tromper le public et de le porter à croire que les produits ont été fabriqués avec le consentement du propriétaire.

Retrait de la marque de commerce

(2) Le paragraphe (1) s'applique également à l'égard des produits modifiés uniquement de façon à ce qu'ils ne portent plus la marque de commerce.

1993, ch. 44, art. 234; 2014, ch. 20, art. 361(A), ch. 32, art. 45.

Preuve

54 (1) La preuve d'un document, ou d'un extrait d'un document, en la garde officielle du registraire peut être fournie par la production d'une copie du document ou de l'extrait, donnée comme étant certifiée conforme par le registraire.

Idem

(2) Une copie de toute inscription dans le registre, donnée comme étant certifiée conforme par le registraire, fait foi des faits y énoncés.

Idem

(3) Une copie de l'inscription de l'enregistrement d'une marque de commerce, donnée comme étant certifiée conforme par le registraire, fait foi des faits y énoncés et de ce que la personne y nommée comme propriétaire est

the trademark for the purposes and within the territorial area therein defined.

Idem

(4) A copy of any entry made or documents filed under the authority of any Act in force before July 1, 1954 relating to trademarks, certified under the authority of that Act, is admissible in evidence and has the same probative force as a copy certified by the Registrar under this Act as provided in this section.

R.S., 1985, c. T-13, s. 54; 2014, c. 20, s. 361(E).

Jurisdiction of Federal Court

55 The Federal Court has jurisdiction to entertain any action or proceeding, other than a proceeding under section 51.01, for the enforcement of any of the provisions of this Act or of any right or remedy conferred or defined by this Act.

R.S., 1985, c. T-13, s. 55; 2014, c. 32, s. 46.

Appeal

56 (1) An appeal lies to the Federal Court from any decision of the Registrar under this Act within two months from the date on which notice of the decision was dispatched by the Registrar or within such further time as the Court may allow, either before or after the expiration of the two months.

Procedure

(2) An appeal under subsection (1) shall be made by way of notice of appeal filed with the Registrar and in the Federal Court.

Notice to owner

(3) The appellant shall, within the time limited or allowed by subsection (1), send a copy of the notice by registered mail to the registered owner of any trademark that has been referred to by the Registrar in the decision complained of and to every other person who was entitled to notice of the decision.

Public notice

(4) The Federal Court may direct that public notice of the hearing of an appeal under subsection (1) and of the matters at issue therein be given in such manner as it deems proper.

Additional evidence

(5) On an appeal under subsection (1), evidence in addition to that adduced before the Registrar may be adduced and the Federal Court may exercise any discretion vested in the Registrar.

R.S., 1985, c. T-13, s. 56; 2014, c. 20, s. 361(E).

le propriétaire inscrit de cette marque de commerce aux fins et dans la région territoriale qui y sont indiquées.

Idem

(4) Une copie d'une inscription faite ou de documents produits sous l'autorité de toute loi relative aux marques de commerce jusqu'ici en vigueur, certifiée en vertu d'une telle loi, est admissible en preuve et a la même force probante qu'une copie certifiée par le registraire aux termes de la présente loi, ainsi qu'il est prévu au présent article.

L.R. (1985), ch. T-13, art. 54; 2014, ch. 20, art. 361(A).

Compétence de la Cour fédérale

55 La Cour fédérale connaît de toute action ou procédure liée à l'application de la présente loi — à l'exception de l'article 51.01 — ou liée à l'exercice d'un droit ou recours conféré ou défini par celle-ci.

L.R. (1985), ch. T-13, art. 55; 2014, ch. 32, art. 46.

Appel

56 (1) Appel de toute décision rendue par le registraire, sous le régime de la présente loi, peut être interjeté à la Cour fédérale dans les deux mois qui suivent la date où le registraire a expédié l'avis de la décision ou dans tel délai supplémentaire accordé par le tribunal, soit avant, soit après l'expiration des deux mois.

Procédure

(2) L'appel est interjeté au moyen d'un avis d'appel produit au bureau du registraire et à la Cour fédérale.

Avis au propriétaire

(3) L'appelant envoie, dans le délai établi ou accordé par le paragraphe (1), par courrier recommandé, une copie de l'avis au propriétaire inscrit de toute marque de commerce que le registraire a mentionnée dans la décision sur laquelle porte la plainte et à toute autre personne qui avait droit à un avis de cette décision.

Avis public

(4) Le tribunal peut ordonner qu'un avis public de l'audition de l'appel et des matières en litige dans cet appel soit donné de la manière qu'il juge opportune.

Preuve additionnelle

(5) Lors de l'appel, il peut être apporté une preuve en plus de celle qui a été fournie devant le registraire, et le tribunal peut exercer toute discrétion dont le registraire est investi.

L.R. (1985), ch. T-13, art. 56; 2014, ch. 20, art. 361(A).

Exclusive jurisdiction of Federal Court

57 (1) The Federal Court has exclusive original jurisdiction, on the application of the Registrar or of any person interested, to order that any entry in the register be struck out or amended on the ground that at the date of the application the entry as it appears on the register does not accurately express or define the existing rights of the person appearing to be the registered owner of the trademark.

Restriction

(2) No person is entitled to institute under this section any proceeding calling into question any decision given by the Registrar of which that person had express notice and from which he had a right to appeal.

R.S., 1985, c. T-13, s. 57; 2014, c. 20, s. 354.

How proceedings instituted

58 An application under section 57 shall be made either by the filing of an originating notice of motion, by counter-claim in an action for the infringement of the trademark, or by statement of claim in an action claiming additional relief under this Act.

R.S., 1985, c. T-13, s. 58; 2014, c. 20, s. 361(E).

Notice to set out grounds

59 (1) Where an appeal is taken under section 56 by the filing of a notice of appeal, or an application is made under section 57 by the filing of an originating notice of motion, the notice shall set out full particulars of the grounds on which relief is sought.

Reply

(2) Any person on whom a copy of the notice described in subsection (1) has been served and who intends to contest the appeal or application, as the case may be, shall file and serve within the prescribed time or such further time as the court may allow a reply setting out full particulars of the grounds on which he relies.

Hearing

(3) The proceedings on an appeal or application shall be heard and determined summarily on evidence adduced by affidavit unless the court otherwise directs, in which event it may order that any procedure permitted by its rules and practice be made available to the parties, including the introduction of oral evidence generally or in respect of one or more issues specified in the order.

R.S., c. T-10, s. 59.

Compétence exclusive de la Cour fédérale

57 (1) La Cour fédérale a une compétence initiale exclusive, sur demande du registraire ou de toute personne intéressée, pour ordonner qu'une inscription dans le registre soit biffée ou modifiée, parce que, à la date de cette demande, l'inscription figurant au registre n'exprime ou ne définit pas exactement les droits existants de la personne paraissant être le propriétaire inscrit de la marque de commerce.

Restriction

(2) Personne n'a le droit d'intenter, en vertu du présent article, des procédures mettant en question une décision rendue par le registraire, de laquelle cette personne avait reçu un avis formel et dont elle avait le droit d'interjeter appel.

L.R. (1985), ch. T-13, art. 57; 2014, ch. 20, art. 354.

Comment sont intentées les procédures

58 Une demande prévue à l'article 57 est faite par la production d'un avis de requête, par une demande reconventionnelle dans une action pour usurpation de la marque de commerce ou par un exposé de réclamation dans une action demandant un redressement additionnel en vertu de la présente loi.

L.R. (1985), ch. T-13, art. 58; 2014, ch. 20, art. 361(A).

L'avis indique les motifs

59 (1) Lorsqu'un appel est porté sous le régime de l'article 56 par la production d'un avis d'appel, ou qu'une demande est faite selon l'article 57 par la production d'un avis de requête, l'avis indique tous les détails des motifs sur lesquels la demande de redressement est fondée.

Réplique

(2) Toute personne à qui a été signifiée une copie de cet avis, et qui entend contester l'appel ou la demande, selon le cas, produit et signifie, dans le délai prescrit ou tel nouveau délai accordé par le tribunal, une réplique indiquant tous les détails des motifs sur lesquels elle se fonde.

Audition

(3) Les procédures sont entendues et décidées par voie sommaire sur une preuve produite par affidavit, à moins que le tribunal n'en ordonne autrement, auquel cas il peut prescrire que toute procédure permise par ses règles et sa pratique soit rendue disponible aux parties, y compris l'introduction d'une preuve orale d'une façon générale ou à l'égard d'une ou de plusieurs questions spécifiées dans l'ordonnance.

S.R., ch. T-10, art. 59.

Registrar to transmit documents

60 When any appeal or application has been made to the Federal Court under any of the provisions of this Act, the Registrar shall, at the request of any of the parties to the proceedings and on the payment of the prescribed fee, transmit to the Court all documents on file in the Registrar's office relating to the matters in question in those proceedings, or copies of those documents certified by the Registrar.

R.S., 1985, c. T-13, s. 60; 1993, c. 44, s. 238; 2014, c. 32, s. 48.

Judgments

61 (1) An officer of the Registry of the Federal Court shall file with the Registrar a certified copy of every judgment or order made by the Federal Court, the Federal Court of Appeal or the Supreme Court of Canada relating to any trademark on the register or to any protected geographical indication.

Judgment sent by parties

(2) A person who makes a request to the Registrar relating to a judgment or order made by the Federal Court, the Federal Court of Appeal or the Supreme Court of Canada in a proceeding to which they were a party shall, at the request of the Registrar, send a copy of that judgment or order to the Registrar.

R.S., 1985, c. T-13, s. 61; 2002, c. 8, s. 177; 2014, c. 20, ss. 355, 361(E); 2017, c. 6, s. 74.

General**Administration**

62 This Act shall be administered by the Minister of Industry.

R.S., 1985, c. T-13, s. 62; 1992, c. 1, s. 145(F); 1995, c. 1, s. 62.

Registrar

63 (1) There shall be a Registrar of Trademarks, who shall be the Commissioner of Patents appointed under subsection 4(1) of the *Patent Act*. The Registrar shall be responsible to the Deputy Minister of Industry.

Acting registrar

(2) When the Registrar is absent or unable to act or when the office of Registrar is vacant, his powers shall be exercised and his duties and functions performed in the capacity of acting registrar by such other officer as may be designated by the Minister of Industry.

Assistants

(3) The Registrar may, after consultation with the Minister, delegate to any person he deems qualified any of his

Le registraire transmet les documents

60 Lorsqu'un appel ou une demande a été présenté à la Cour fédérale en vertu de l'une des dispositions de la présente loi, le registraire transmet à ce tribunal, à la requête de toute partie à ces procédures et sur paiement du droit prescrit, tous les documents versés dans ses dossiers quant aux questions en jeu dans ces procédures ou des copies de ces documents par lui certifiées.

L.R. (1985), ch. T-13, art. 60; 1993, ch. 44, art. 238; 2014, ch. 32, art. 48.

Jugements

61 (1) Un fonctionnaire du greffe de la Cour fédérale produit au registraire une copie certifiée de tout jugement ou de toute ordonnance de la Cour fédérale, de la Cour d'appel fédérale ou de la Cour suprême du Canada relativement à une marque de commerce figurant au registre ou à une indication géographique protégée.

Fourniture de jugements par les parties

(2) La personne qui présente au registraire une demande relative à un jugement ou à une ordonnance rendus par la Cour fédérale, la Cour d'appel fédérale ou la Cour suprême du Canada dans une instance à laquelle elle était partie fournit au registraire, à la demande de celui-ci, copie du jugement ou de l'ordonnance en question.

L.R. (1985), ch. T-13, art. 61; 2002, ch. 8, art. 177; 2014, ch. 20, art. 355 et 361(A); 2017, ch. 6, art. 74.

Dispositions générales**Application**

62 Le ministre de l'Industrie est responsable de l'application de la présente loi.

L.R. (1985), ch. T-13, art. 62; 1992, ch. 1, art. 145(F); 1995, ch. 1, art. 62.

Registraire

63 (1) Est institué le poste de registraire des marques de commerce, dont le titulaire est le commissaire aux brevets nommé en vertu du paragraphe 4(1) de la *Loi sur les brevets*; le registraire est responsable envers le sous-ministre de l'Industrie.

Registraire suppléant

(2) En cas d'absence ou d'empêchement du registraire ou de vacance de son poste, ses fonctions sont remplies et ses pouvoirs exercés en qualité de registraire suppléant par tel autre fonctionnaire que désigne le ministre de l'Industrie.

Adjoints

(3) Le registraire peut, après consultation avec le ministre, déléguer à toute personne qu'il estime compétente

powers, duties and functions under this Act, except the power to delegate under this subsection.

Appeal

(4) Any decision under this Act of a person authorized to make the decision pursuant to subsection (3) may be appealed in the like manner and subject to the like conditions as a decision of the Registrar under this Act.

R.S., 1985, c. T-13, s. 63; 1992, c. 1, s. 145(F); 1995, c. 1, s. 62; 2014, c. 20, ss. 361(E), 370.

Electronic form and means

64 (1) Subject to the regulations, any document, information or fee that is provided to the Registrar under this Act may be provided in any electronic form, and by any electronic means, that is specified by the Registrar.

Collection, storage, etc.

(2) Subject to the regulations, the Registrar may use electronic means to create, collect, receive, store, transfer, distribute, publish, certify or otherwise deal with documents or information.

Definition

(3) In this section, **electronic**, in reference to a form or means, includes optical, magnetic and other similar forms or means.

R.S., 1985, c. T-13, s. 64; 2014, c. 20, s. 356.

Regulations

65 The Governor in Council may make regulations for carrying into effect the purposes and provisions of this Act and, in particular, may make regulations

- (a)** respecting the form of the register to be kept under this Act, and of the entries to be made in it;
- (b)** respecting applications to the Registrar and the processing of those applications;
- (c)** respecting the manner in which the goods or services referred to in paragraph 30(2)(a) are to be described;
- (d)** respecting the merger of registrations under paragraph 41(1)(f), including, for the purpose of renewal under section 46, the deemed day of registration or last renewal;

les pouvoirs et fonctions que lui confère la présente loi, sauf le pouvoir de déléguer prévu au présent paragraphe.

Appel

(4) Il peut être interjeté appel d'une décision rendue en vertu de la présente loi par une personne autorisée conformément au paragraphe (3) de la même façon et aux mêmes conditions que d'une décision du registraire rendue en vertu de la présente loi.

L.R. (1985), ch. T-13, art. 63; 1992, ch. 1, art. 145(F); 1995, ch. 1, art. 62; 2014, ch. 20, art. 361(A) et 370.

Moyens et forme électroniques

64 (1) Sous réserve des règlements, les documents, renseignements ou droits fournis au registraire sous le régime de la présente loi peuvent lui être fournis sous la forme électronique — ou en utilisant les moyens électroniques — qu'il précise.

Collecte, mise en mémoire, etc.

(2) Sous réserve des règlements, le registraire peut faire usage d'un moyen électronique pour créer, recueillir, recevoir, mettre en mémoire, transférer, diffuser, publier, certifier ou traiter de quelque autre façon des documents ou des renseignements.

Moyens et formes optiques ou magnétiques

(3) Au présent article, la mention de moyens électroniques ou de la forme électronique vise aussi, respectivement, les moyens ou formes optiques ou magnétiques ainsi que les autres moyens ou formes semblables.

L.R. (1985), ch. T-13, art. 64; 2014, ch. 20, art. 356.

Règlements

65 Le gouverneur en conseil peut prendre des règlements d'application de la présente loi, notamment :

- a)** concernant la forme du registre à tenir en conformité avec la présente loi, et des inscriptions à y faire;
- b)** concernant les demandes au registraire et leur traitement;
- c)** concernant la façon de décrire les produits ou services visés à l'alinéa 30(2)a);
- d)** concernant la fusion d'enregistrements sous le régime de l'alinéa 41(1)f), notamment sur la date réputée, aux fins du renouvellement prévu à l'article 46, de l'enregistrement ou du dernier renouvellement;
- e)** concernant l'inscription et l'enregistrement des transferts, autorisations, désistements, jugements ou autres documents relatifs à toute marque de commerce;

(e) respecting the recording or registration of transfers, licences, disclaimers, judgments or other documents relating to any trademark;

(f) [Repealed, 2018, c. 27, s. 258]

(g) respecting certificates of registration;

(h) respecting the procedure by and form in which an application may be made to the Minister, as defined in section 11.11, requesting the Minister to publish a statement referred to in subsection 11.12(2);

(i) respecting proceedings under sections 38 and 45, including documents relating to those proceedings;

(j) respecting the payment of fees to the Registrar, the amount of those fees and the circumstances in which any fees previously paid may be refunded in whole or in part;

(j.1) authorizing the Registrar to waive, subject to any prescribed terms and conditions, the payment of a fee if the Registrar is satisfied that the circumstances justify it;

(k) respecting the provision of documents and information to the Registrar, including the time at which they are deemed to be received by the Registrar;

(l) respecting communications between the Registrar and any other person;

(m) respecting the grouping of goods or services according to the classes of the Nice Classification and the numbering of those classes; and

(n) prescribing anything that by this Act is to be prescribed.

R.S., 1985, c. T-13, s. 65; 1993, c. 15, s. 70; 1994, c. 47, s. 201; 2014, c. 20, s. 357, c. 32, s. 50; 2015, c. 36, s. 67, 2018, c. 27, s. 258; 2018, c. 27, s. 261; 2018, c. 27, s. 262.

Regulations — Madrid Protocol and Singapore Treaty

65.1 The Governor in Council may make regulations for carrying into effect

(a) despite anything in this Act, the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, adopted at Madrid on June 27, 1989, including any amendments, modifications and revisions made from time to time to which Canada is a party; and

(b) the Singapore Treaty on the Law of Trademarks, done at Singapore on March 27, 2006, including any

f) [Abrogé, 2018, ch. 27, art. 258]

g) concernant les certificats d'enregistrement;

h) concernant les modalités de forme et de procédure applicables aux demandes à adresser au ministre — au sens de l'article 11.11 — pour la publication de l'énoncé d'intention visé au paragraphe 11.12(2);

i) concernant les procédures visées aux articles 38 et 45, notamment sur les documents relatifs à celles-ci;

j) concernant le versement de droits au registraire, le montant de ces droits et les circonstances dans lesquelles les droits peuvent être remboursés en tout ou en partie;

j.1) autorisant le registraire à renoncer, si celui-ci est convaincu que les circonstances le justifient et aux conditions réglementaires, au versement de droits;

k) concernant la fourniture de documents ou de renseignements au registraire, notamment sur le moment où il est réputé les avoir reçus;

l) concernant les communications entre le registraire et toute autre personne;

m) concernant le groupement de produits ou services selon les classes de la classification de Nice et la numérotation de ces classes;

n) prescrivant toute autre chose qui doit être prescrite en vertu de la présente loi.

L.R. (1985), ch. T-13, art. 65; 1993, ch. 15, art. 70; 1994, ch. 47, art. 201; 2014, ch. 20, art. 357, ch. 32, art. 50; 2015, ch. 36, art. 67; 2018, ch. 27, art. 258; 2018, ch. 27, art. 261; 2018, ch. 27, art. 262.

Règlement — Protocole de Madrid et Traité de Singapour

65.1 Le gouverneur en conseil peut, par règlement :

a) par dérogation aux autres dispositions de la présente loi, prendre des mesures pour mettre en œuvre le Protocole relatif à l'Arrangement de Madrid concernant l'enregistrement international des marques, adopté à Madrid le 27 juin 1989, ainsi que les modifications et révisions subséquentes apportées à celui-ci et auxquelles le Canada est partie;

b) prendre des mesures pour mettre en œuvre le Traité de Singapour sur le droit des marques, fait à Singapour le 27 mars 2006, ainsi que les modifications et

amendments and revisions made from time to time to which Canada is a party.

2014, c. 20, s. 358.

Regulations

65.2 The Governor in Council may make regulations

(a) respecting the list to be kept under subsection 11.12(1), including information relating to the listed geographical indications and translations to be included on the list; and

(b) respecting proceedings under section 11.13, including documents relating to those proceedings.

2017, c. 6, s. 75.

Time period extended

66 (1) If a time period fixed under this Act for doing anything ends on a prescribed day or a day that is designated by the Registrar, that time period is extended to the next day that is not a prescribed day or a designated day.

Power to designate day

(2) The Registrar may, on account of unforeseen circumstances and if the Registrar is satisfied that it is in the public interest to do so, designate any day for the purposes of subsection (1). If a day is designated, the Registrar shall inform the public of that fact on the website of the Canadian Intellectual Property Office.

R.S., 1985, c. T-13, s. 66; 2015, c. 36, s. 68.

Newfoundland

Registration of trademark before April 1, 1949

67 (1) The registration of a trademark under the laws of Newfoundland before April 1, 1949 has the same force and effect in the Province of Newfoundland as if Newfoundland had not become part of Canada, and all rights and privileges acquired under or by virtue of those laws may continue to be exercised or enjoyed in the Province of Newfoundland as if Newfoundland had not become part of Canada.

Applications for trademarks pending April 1, 1949

(2) The laws of Newfoundland as they existed immediately before April 1, 1949 continue to apply in respect of applications for the registration of trademarks under the laws of Newfoundland pending at that time and any trademarks registered under those applications shall, for the purposes of this section, be deemed to have been

révisions subséquentes apportées à celui-ci et auxquelles le Canada est partie.

2014, ch. 20, art. 358.

Règlements

65.2 Le gouverneur en conseil peut prendre des règlements :

a) concernant la liste tenue en application du paragraphe 11.12(1), notamment les renseignements relatifs aux indications géographiques et aux traductions à y inscrire;

b) concernant la procédure visée à l'article 11.13, notamment les documents relatifs à celle-ci.

2017, ch. 6, art. 75.

Délai prorogé

66 (1) Le délai fixé sous le régime de la présente loi pour l'accomplissement d'un acte qui expire un jour prescrit ou un jour désigné par le registraire est prorogé jusqu'au premier jour suivant qui n'est ni prescrit ni désigné par le registraire.

Pouvoir de désigner un jour

(2) Le registraire peut, en raison de circonstances imprévues et s'il est convaincu qu'il est dans l'intérêt public de le faire, désigner un jour pour l'application du paragraphe (1) et, le cas échéant, il en informe le public sur le site Web de l'Office de la propriété intellectuelle du Canada.

L.R. (1985), ch. T-13, art. 66; 2015, ch. 36, art. 68.

Terre-Neuve

Enregistrement d'une marque de commerce — Terre-Neuve

67 (1) L'enregistrement d'une marque de commerce sous le régime des lois de Terre-Neuve, dans leur version du 31 mars 1949, a le même effet que si Terre-Neuve n'était pas devenue une province du Canada, les droits et privilèges en découlant pouvant continuer d'y être exercés.

Demande d'enregistrement en suspens le 1^{er} avril 1949

(2) Les lois de Terre-Neuve, dans leur version du 31 mars 1949, continuent de régir les demandes d'enregistrement de marques de commerce alors en suspens. Les marques de commerce enregistrées en conséquence sont

registered under the laws of Newfoundland before April 1, 1949.

1993, c. 15, s. 71; 2014, c. 20, s. 361(E).

Use of trademark or trade name before April 1, 1949

68 For the purposes of this Act, the use or making known of a trademark or the use of a trade name in Newfoundland before April 1, 1949 shall not be deemed to be a use or making known of such trademark or a use of such trade name in Canada before that date.

1993, c. 15, s. 71; 2014, c. 20, s. 361(E); 2014, c. 20, s. 362(E).

Transitional Provisions

Use of the indication “Beaufort”

68.1 (1) During the period that begins on the day on which this subsection comes into force and ends on the fifth anniversary of that day, section 11.15 does not apply to the use, in connection with a business, of the indication “Beaufort”, or any translation of it in any language, by a person if they or their predecessor in title used the indication or the translation in relation to any business or commercial activity in respect of an agricultural product or food of the category of cheeses, as set out in the schedule, for less than 10 years before October 18, 2013.

Use of the indication “Nürnberger Bratwürste”

(2) During the period that begins on the day on which this subsection comes into force and ends on the fifth anniversary of that day, section 11.15 does not apply to the use, in connection with a business, of the indication “Nürnberger Bratwürste”, or any translation of it in any language, by a person if they or their predecessor in title used the indication or the translation in relation to any business or commercial activity in respect of an agricultural product or food of the category of fresh, frozen and processed meats, as set out in the schedule, for less than five years before October 18, 2013.

Use of the indication “Jambon de Bayonne”

(3) During the period that begins on the day on which this subsection comes into force and ends on the fifth anniversary of that day, section 11.15 does not apply to the use, in connection with a business, of the indication “Jambon de Bayonne”, or any translation of it in any language, by a person if they or their predecessor in title used the indication or the translation in relation to any business or commercial activity in respect of an agricultural product or food of the category of dry-cured meats, as set out in the schedule, for less than 10 years before October 18, 2013.

réputées, pour l'application du présent article, l'avoir été aux termes de ces lois.

1993, ch. 15, art. 71; 2014, ch. 20, art. 361(A).

Emploi d'une marque de commerce — Terre-Neuve

68 Pour l'application de la présente loi, l'emploi ou la révélation d'une marque de commerce ou l'emploi d'un nom commercial, à Terre-Neuve, avant le 1^{er} avril 1949, n'est pas censé constituer un emploi ou une révélation de cette marque ou un emploi de ce nom, avant cette date, au Canada.

1993, ch. 15, art. 71; 2014, ch. 20, art. 361(A); 2014, ch. 20, art. 362(A).

Dispositions transitoires

Emploi de l'indication « Beaufort »

68.1 (1) Au cours de la période débutant à la date d'entrée en vigueur du présent paragraphe et se terminant au cinquième anniversaire de cette date, l'article 11.15 ne s'applique pas à l'emploi par une personne de l'indication « Beaufort », ou de toute traduction de celle-ci, en quelque langue que ce soit, à l'égard d'une entreprise, si cette personne, ou son prédécesseur en titre, a employé l'indication ou la traduction à l'égard d'une entreprise ou d'une activité commerciale relative à un produit agricole ou aliment de la catégorie des fromages, figurant à l'annexe, pendant moins de dix ans avant le 18 octobre 2013.

Emploi de l'indication « Nürnberger Bratwürste »

(2) Au cours de la période débutant à la date d'entrée en vigueur du présent paragraphe et se terminant au cinquième anniversaire de cette date, l'article 11.15 ne s'applique pas à l'emploi par une personne de l'indication « Nürnberger Bratwürste », ou de toute traduction de celle-ci, en quelque langue que ce soit, à l'égard d'une entreprise, si cette personne, ou son prédécesseur en titre, a employé l'indication ou la traduction à l'égard d'une entreprise ou d'une activité commerciale relative à un produit agricole ou aliment de la catégorie des viandes fraîches, congelées et transformées, figurant à l'annexe, pendant moins de cinq ans avant le 18 octobre 2013.

Emploi de l'indication « Jambon de Bayonne »

(3) Au cours de la période débutant à la date d'entrée en vigueur du présent paragraphe et se terminant au cinquième anniversaire de cette date, l'article 11.15 ne s'applique pas à l'emploi par une personne de l'indication « Jambon de Bayonne », ou de toute traduction de celle-ci, en quelque langue que ce soit, à l'égard d'une entreprise, si cette personne, ou son prédécesseur en titre, a employé l'indication ou la traduction à l'égard d'une entreprise ou d'une activité commerciale relative à un produit agricole ou aliment de la catégorie des viandes salées

Restriction

(4) For the purposes of subsections 68.1(1) to (3), no person is a predecessor in title if they only transferred the right to use the indication or the translation, or both.

2017, c. 6, s. 76.

Non-application of paragraph 38(2)(a.1)

68.2 No person shall oppose an application for registration of a trademark on the ground set out in paragraph 38(2)(a.1) if the application was advertised under subsection 37(1) before the day on which that paragraph comes into force.

2018, c. 27, s. 229.

69 [Repealed, 2014, c. 20, s. 358.2]

Application not advertised

69.1 An application for registration in respect of which all of the items set out in subsection 33(1), as enacted by section 339 of the *Economic Action Plan 2014 Act, No. 1*, have been received by the Registrar before the day on which that section 339 comes into force, and that has not been advertised under subsection 37(1) before that day shall be dealt with and disposed of in accordance with

(a) the provisions of this Act other than section 31, subsection 33(1) and section 34, as enacted or amended by the *Economic Action Plan 2014 Act, No. 1*; and

(b) section 34, as it read immediately before the day on which section 339 of the *Economic Action Plan 2014 Act, No. 1* comes into force.

2014, c. 20, ss. 359, 367.

Application advertised

70 (1) An application for registration that has been advertised under subsection 37(1) before the day on which section 342 of the *Economic Action Plan 2014 Act, No. 1* comes into force shall be dealt with and disposed of in accordance with

(a) the provisions of this Act as they read immediately before the day on which section 342 of the *Economic Action Plan 2014 Act, No. 1* comes into force, other than subsections 6(2) to (4), sections 28 and 36, subsections 38(6) to (8) and sections 39, 40 and 66;

(b) the definition *Nice Classification* in section 2, subsections 6(2) to (4), section 36, subsections 38(6) to (12), sections 39 and 40 and subsections 48(3) and (5),

à sec, figurant à l'annexe, pendant moins de dix ans avant le 18 octobre 2013.

Restriction

(4) Pour l'application des paragraphes 68.1(1) à (3), n'est pas considéré comme un prédécesseur en titre celui qui a uniquement transféré le droit d'employer l'indication ou la traduction, ou les deux.

2017, ch. 6, art. 76.

Non-application de l'alinéa 38(2)a.1)

68.2 Nul ne peut fonder son opposition à la demande d'enregistrement de la marque de commerce sur le motif prévu à l'alinéa 38(2)a.1) si la demande a été annoncée, au titre du paragraphe 37(1), avant la date d'entrée en vigueur de cet alinéa.

2018, ch. 27, art. 229.

69 [Abrogé, 2014, ch. 20, art. 358.2]

Demande non annoncée

69.1 La demande d'enregistrement à l'égard de laquelle le registraire a reçu, avant la date d'entrée en vigueur de l'article 339 de la *Loi n° 1 sur le plan d'action économique de 2014*, tous les éléments énumérés au paragraphe 33(1), dans sa version édictée par cet article, et qui n'a pas été annoncée, au titre du paragraphe 37(1), avant cette date est régie, à la fois :

a) par les dispositions de la présente loi, à l'exception de l'article 31, du paragraphe 33(1) et de l'article 34, dans leur version édictée ou modifiée par la *Loi n° 1 sur le plan d'action économique de 2014*;

b) par l'article 34 de la présente loi, dans sa version antérieure à cette date.

2014, ch. 20, art. 359 et 367.

Demande annoncée

70 (1) La demande d'enregistrement qui a été annoncée, au titre du paragraphe 37(1), avant la date d'entrée en vigueur de l'article 342 de la *Loi n° 1 sur le plan d'action économique de 2014* est régie, à la fois :

a) par les dispositions de la présente loi, dans leur version antérieure à cette date, à l'exception des paragraphes 6(2) à (4), des articles 28 et 36, des paragraphes 38(6) à (8) et des articles 39, 40 et 66;

b) par la définition de *classification de Nice* à l'article 2, les paragraphes 6(2) à (4), l'article 36, les paragraphes 38(6) à (12), les articles 39 et 40 et les paragraphes 48(3) et (5), édictés par la *Loi n° 1 sur le plan d'action économique de 2014*;

as enacted by the *Economic Action Plan 2014 Act, No. 1*;

(c) section 66, as enacted by the *Economic Action Plan 2015 Act, No. 1*.

Regulations

(2) For greater certainty, a regulation made under this Act applies to an application referred to in subsection (1), unless the regulation provides otherwise.

Nice Classification

(3) Despite subsection (1), the Registrar may require an applicant to amend the statement of goods or services contained in an application referred to in subsection (1) so that the goods or services are grouped in the manner described in subsection 30(3), as enacted by section 339 of the *Economic Action Plan 2014 Act, No. 1*.

Disagreement

(4) Any question arising as to the class within which any goods or services are to be grouped shall be determined by the Registrar, whose determination is not subject to appeal.

2014, c. 20, ss. 359, 367; 2015, c. 36, s. 70; 2018, c. 27, s. 230; 2018, c. 27, s. 263.

Declaration of use

71 For greater certainty, an applicant is not required to submit a declaration of use referred to in subsection 40(2), as that subsection read immediately before the day on which section 345 of the *Economic Action Plan 2014 Act, No. 1* comes into force, in order for the Registrar to register the trademark and issue a certificate of registration.

2014, c. 20, ss. 359, 367.

Registered trademarks — applications filed before coming into force

72 Any matter arising on or after the day on which section 345 of the *Economic Action Plan 2014 Act, No. 1* comes into force, in respect of a trademark registered on or after that day on the basis of an application filed before that day, shall be dealt with and disposed of in accordance with the provisions of this Act.

2014, c. 20, ss. 359, 367.

Registered trademarks

73 (1) Subject to subsections (2) to (4), any matter arising on or after the day on which section 345 of the *Economic Action Plan 2014 Act, No. 1* comes into force, in respect of a trademark registered before that day, shall be dealt with and disposed of in accordance with the provisions of this Act.

c) par l'article 66, édicté par la *Loi n° 1 sur le plan d'action économique de 2015*.

Règlements

(2) Il est entendu que tout règlement pris en vertu de la présente loi s'applique à la demande visée au paragraphe (1), sauf indication contraire prévue par ce règlement.

Classification de Nice

(3) Malgré le paragraphe (1), le registraire peut exiger du requérant la modification de l'état des produits ou services contenu dans la demande visée au paragraphe (1) pour rendre celui-ci conforme au paragraphe 30(3), édicté par l'article 339 de la *Loi n° 1 sur le plan d'action économique de 2014*.

Désaccord

(4) Toute question soulevée à propos de la classe dans laquelle un produit ou un service doit être groupé est tranchée par le registraire, dont la décision est sans appel.

2014, ch. 20, art. 359 et 367; 2015, ch. 36, art. 70; 2018, ch. 27, art. 230; 2018, ch. 27, art. 263.

Déclaration d'emploi

71 Il est entendu que le requérant n'a pas à fournir la déclaration visée au paragraphe 40(2), dans sa version antérieure à la date d'entrée en vigueur de l'article 345 de la *Loi n° 1 sur le plan d'action économique de 2014*, pour que le registraire enregistre la marque de commerce et délivre un certificat de son enregistrement.

2014, ch. 20, art. 359 et 367.

Marque de commerce enregistrée — demande produite avant l'entrée en vigueur

72 Toute question soulevée à compter de la date d'entrée en vigueur de l'article 345 de la *Loi n° 1 sur le plan d'action économique de 2014* relativement à une marque de commerce enregistrée à compter de cette date au titre d'une demande produite avant cette date est régie par les dispositions de la présente loi.

2014, ch. 20, art. 359 et 367.

Marque de commerce enregistrée

73 (1) Sous réserve des paragraphes (2) à (4), toute question soulevée à compter de la date d'entrée en vigueur de l'article 345 de la *Loi n° 1 sur le plan d'action économique de 2014* relativement à une marque de commerce enregistrée avant cette date est régie par les dispositions de la présente loi.

Application of paragraph 26(2)(e.1)

(2) Paragraph 26(2)(e.1) does not apply to a trademark referred to in subsection (1) unless the register is amended under section 44.1.

Amending register

(3) The Registrar may amend the register kept under section 26 to reflect the amendments to this Act that are made by the *Economic Action Plan 2014 Act, No. 1*.

Subsection 46(1)

(4) Subsection 46(1), as it read immediately before the day on which section 350 of the *Economic Action Plan 2014 Act, No. 1* comes into force, continues to apply to a registration that is on the register on the day before the day on which that section comes into force until the registration is renewed.

2014, c. 20, ss. 359, 367.

Application de l'alinéa 26(2)e.1)

(2) L'alinéa 26(2)e.1) ne s'applique pas aux marques de commerce visées au paragraphe (1), à moins que le registre ne soit modifié en vertu de l'article 44.1.

Modifications au registre

(3) Le registraire peut apporter des modifications au registre qu'il tient en application de l'article 26 afin de tenir compte des modifications apportées à la présente loi par la *Loi n° 1 sur le plan d'action économique de 2014*.

Paragraphe 46(1)

(4) Le paragraphe 46(1), dans sa version antérieure à la date d'entrée en vigueur de l'article 350 de la *Loi n° 1 sur le plan d'action économique de 2014*, continue de s'appliquer aux enregistrements qui figurent au registre la veille de l'entrée en vigueur de cet article, et ce, jusqu'à leur renouvellement.

2014, ch. 20, art. 359 et 367.

SCHEDULE

(Section 2, subsection 11.11(1), paragraphs 11.12(3)(b.1) and (3.1)(c) and 11.15(1)(a), (2)(a) and (3)(a), subsections 11.17(3) and (4), paragraph 11.17(5)(a), subsections 11.17(6) and (7), section 11.24, paragraphs 12(1)(h.1) and 51.02(b) and subsections 51.03(2.2) and 68.1(1) to (3))

Categories of Agricultural Products or Food

Item	Categories*
1	Fresh, frozen and processed meats: products falling under Chapter 2 or heading 16.01 or 16.02
2	Dry-cured meats: dry-cured meats products falling under Chapter 2 or heading 16.01 or 16.02
3	Fresh, frozen and processed fish products: products falling under Chapter 3 or heading 16.03, 16.04 or 16.05
4	Butter: products falling under heading 04.05
5	Cheeses: products falling under heading 04.06
6	Fresh and processed vegetable products: products falling under Chapter 7 and products containing vegetables falling under Chapter 20
7	Fresh and processed fruits and nuts: products falling under Chapter 8 and products containing fruits or nuts falling under Chapter 20
8	Spices: products falling under Chapter 9
9	Cereals: products falling under Chapter 10
10	Products of the milling industry: products falling under Chapter 11
11	Oilseeds: products falling under Chapter 12
12	Hops: products falling under heading 12.10
13	Ginseng: ginseng products falling under heading 12.11 or 13.02
14	Beverages from plant extracts: products falling under Heading 13.02
15	Oils and animal fats: products falling under Chapter 15
16	Confectionery and baked products: products falling under heading 17.04, 18.06, 19.04 or 19.05
17	Sugars and syrups: products falling under heading 17.02
18	Pasta: products falling under heading 19.02
19	Table and processed olives: products falling under heading 20.01 or 20.05
20	Mustard paste: products falling under sub-heading 2103.30
21	Beer: products falling under heading 22.03
22	Vinegar: products falling under heading 22.09
23	Essential oils: products falling under heading 33.01
24	Natural gums and resins – chewing gum: products falling under heading 17.04

* All references in this schedule to chapters and headings are references to the chapters and headings of the Harmonized Commodity Description and Coding System as it read on October 30, 2016.

2017, c. 6, s. 77.

ANNEXE

(article 2, paragraphe 11.11(1), alinéas 11.12(3)b.1) et (3.1)c) et 11.15(1)a), (2)a) et (3)a), paragraphes 11.17(3) et (4), alinéa 11.17(5)a), paragraphes 11.17(6) et (7), article 11.24, alinéas 12(1)h.1) et 51.02b) et paragraphes 51.03(2.2) et 68.1(1) à (3))

Catégories de produits agricoles ou aliments

Article	Catégories*
1	Viandes fraîches, congelées et transformées : produits mentionnés au chapitre 2 ou aux positions 16.01 ou 16.02
2	Viandes salées à sec : produits de viandes salées à sec mentionnés au chapitre 2 et aux positions 16.01 ou 16.02
3	Produits de poissons frais, congelés et transformés : produits mentionnés au chapitre 3 et aux positions 16.03, 16.04 ou 16.05
4	Beurre : produits mentionnés à la position 04.05
5	Fromages : produits mentionnés à la position 04.06
6	Produits de légumes frais et transformés : produits mentionnés au chapitre 7 et produits contenant des légumes mentionnés au chapitre 20
7	Fruits et noix frais et transformés : produits mentionnés au chapitre 8 et produits contenant des fruits ou des noix mentionnés au chapitre 20
8	Épices : produits mentionnés au chapitre 9
9	Céréales : produits mentionnés au chapitre 10
10	Produits de l'industrie meunière : produits mentionnés au chapitre 11
11	Oléagineux : produits mentionnés au chapitre 12
12	Houblon : produits mentionnés à la position 12.10
13	Ginseng : produits du ginseng mentionnés aux positions 12.11 ou 13.02
14	Boissons d'extraits végétaux : produits mentionnés à la position 13.02
15	Huiles végétales et graisses animales : produits mentionnés au chapitre 15
16	Produits de confiserie et de boulangerie : produits mentionnés aux positions 17.04, 18.06, 19.04 ou 19.05
17	Sirop et sucre : produits mentionnés à la position 17.02
18	Pâtes : produits mentionnés à la position 19.02
19	Olives de table et transformées : produits mentionnés aux positions 20.01 ou 20.05
20	Pâte de moutarde : produits mentionnés à la sous-position 2103.30
21	Bière : produits mentionnés à la position 22.03
22	Vinaigre : produits mentionnés à la position 22.09
23	Huiles essentielles : produits mentionnés à la position 33.01
24	Gommes et résines naturelles : produits mentionnés à la position 17.04

* Dans cette annexe, tous les renvois à un chapitre ou une position sont des renvois aux chapitres et positions du Système harmonisé de désignation et de codification des marchandises, dans sa version au 30 octobre 2016.

2017, ch. 6, art. 77.

RELATED PROVISIONS

— 1992, c. 1, s. 135(2), as amended by 2014, c. 20, s. 361(E)

Transitional

135 (2) Where a notice was sent under subsection 46(2) of the said Act before the coming into force of subsection (1), the renewal of the registration of the trademark shall be dealt with and disposed of as if subsection (1) had not come into force.

— 2014, c. 32, s. 57, as amended by 2014, c. 20, s. 361(E)

Amending the register

57 The Registrar of Trademarks may amend the register kept under section 26 of the *Trademarks Act* to reflect the amendments to that Act that are made by this Act.

— 2017, c. 6, s. 114, as amended by 2014, c. 20, s. 361(E)

Definition of Act

114 In sections 115 and 116, **Act** means the *Trademarks Act*.

— 2017, c. 6, s. 115

Indications in Schedule

115 (1) Despite subsection 11.12(2) and section 11.13 of the Act, the *Registrar*, as defined in section 2 of the Act, must, as soon as feasible after this section comes into force, enter the indications set out in Schedule 6 to this Act on the list of geographical indications kept under subsection 11.12(1) of the Act.

Deemed entered on list

(2) Those indications and all translations of those indications are deemed to have been entered on the list on the day on which this section comes into force.

For greater certainty

(3) For greater certainty, the Registrar is not required to enter those translations on the list.

DISPOSITIONS CONNEXES

— 1992, ch. 1, par. 135(2), modifié par 2014, ch. 20, art. 361(A)

Disposition transitoire

135 (2) Lorsqu'un avis pris en application du paragraphe 46(2) de la *Loi sur les marques de commerce* a été envoyé au propriétaire inscrit avant l'entrée en vigueur du paragraphe (1), il est disposé du renouvellement de l'enregistrement d'une marque de commerce comme si le paragraphe (1) n'était pas entré en vigueur.

— 2014, ch. 32, art. 57, modifié par 2014, ch. 20, art. 361(A)

Modifications au registre

57 Le registraire des marques de commerce peut apporter des modifications au registre qu'il tient aux termes de l'article 26 de la *Loi sur les marques de commerce* afin de tenir compte des modifications apportées à cette loi par la présente loi.

— 2017, ch. 6, art. 114, modifié par 2014, ch. 20, art. 361(A)

Définition de Loi

114 Aux articles 115 et 116, **Loi** s'entend de la *Loi sur les marques de commerce*.

— 2017, ch. 6, art. 115

Indications : annexe

115 (1) Malgré le paragraphe 11.12(2) et l'article 11.13 de la Loi, le *registraire*, au sens de l'article 2 de la Loi, inscrit les indications figurant à l'annexe 6 de la présente loi, dès que possible après l'entrée en vigueur du présent article, sur la liste des indications géographiques tenue en application du paragraphe 11.12(1) de la Loi.

Réputées inscrites

(2) Les indications et toutes les traductions de celles-ci sont réputées avoir été inscrites sur la liste à la date d'entrée en vigueur du présent article.

Précision

(3) Il est entendu que le registraire n'est pas tenu d'inscrire ces traductions sur la liste.

Geographical indications

(4) Each of those indications, to the extent that it remains on the list, is deemed to be a *geographical indication* as defined in section 2 of the Act.

Acquired rights

(5) For the purpose of subsection 11.2(3) of the Act, the reference to “the day on which a statement by the Minister is published under subsection 11.12(2) or (2.1)” is to be read, with respect to those indications, as a reference to “the day on which this section comes into force”.

Indication “Feta”

(6) For the purpose of section 11.22 of the Act, the indication “Feta” is deemed to be listed in Part A of Annex 20-A, as amended from time to time, of Chapter Twenty of the Comprehensive Economic and Trade Agreement between Canada and the European Union and its Member States, done at Brussels on October 30, 2016, to the extent that the indication “Φέτα” (Feta) remains listed in that Part A of Annex 20-A of that Agreement.

— 2017, c. 6, Sch. 6

Indications géographiques

(4) Chacune de ces indications, dans la mesure où elle est inscrite sur la liste, est réputée être une *indication géographique* au sens de l’article 2 de la Loi.

Droits acquis

(5) Pour l’application du paragraphe 11.2(3) de la Loi relativement aux indications, la mention « la publication de l’énoncé d’intention aux termes des paragraphes 11.12(2) ou (2.1) » vaut mention de « l’entrée en vigueur du présent article ».

Indication « Feta »

(6) Pour l’application de l’article 11.22 de la Loi, l’indication « Feta » est réputée figurer à la partie A de l’annexe 20-A, avec ses modifications successives, du chapitre Vingt de l’Accord économique et commercial global entre le Canada et l’Union européenne et ses États membres, fait à Bruxelles le 30 octobre 2016, tant et aussi longtemps que l’indication « Φέτα » (Feta) y figure.

— 2017, ch. 6, ann. 6

SCHEDULE 6

(Subsection 115(1))

Indications

Column 1		Column 2	Column 3	Column 4
Item	Indication	Transliteration (for information purposes only)	Category of Agricultural Product or Food	Originating Territory (Territory, Region or Locality) (for information purposes only)
1	České pivo		Beer	Czech Republic
2	Žatecký Chmel		Hops	Czech Republic
3	Hopfen aus der Hallertau		Hops	Germany
4	Nürnberger Bratwürste		Fresh, frozen and processed meats	Germany
5	Nürnberger Rostbratwürste		Fresh, frozen and processed meats	Germany
6	Schwarzwälder Schinken		Fresh, frozen and processed meats	Germany
7	Aachener Printen		Confectionery and baked products	Germany
8	Nürnberger Lebkuchen		Confectionery and baked products	Germany

Trademarks
SCHEDULE 6

Marques de commerce
ANNEXE 6 (anglais)

	Column 1	Column 2	Column 3	Column 4
Item	Indication	Transliteration (for information purposes only)	Category of Agricultural Product or Food	Originating Territory (Territory, Region or Locality) (for information purposes only)
9	Lübecker Marzipan		Confectionery and baked products	Germany
10	Bremer Klaben		Confectionery and baked products	Germany
11	Hessischer Handkäse		Cheeses	Germany
12	Hessischer Handkäs		Cheeses	Germany
13	Tettnanger Hopfen		Hops	Germany
14	Spreewälder Gurken		Fresh and processed vegetable products	Germany
15	Danablu		Cheeses	Denmark
16	Ελιά Καλαμάτας	Elia Kalamatas	Table and processed olives	Greece
17	Μαστίχα Χίου	Masticha Chiou	Natural gums and resins - chewing gum	Greece
18	Φέτα	Feta	Cheeses	Greece
19	Feta		Cheeses	Greece
20	Ελαιόλαδο Καλαμάτας	Elaiolado Kalamata	Oils and animal fats	Greece
21	Ελαιόλαδο Κολυμβάρι Χανίων Κρήτης	Elaiolado Kolymvari Chanion Kritis	Oils and animal fats	Greece
22	Ελαιόλαδο Σητείας Λασιθίου Κρήτης	Elaiolado Sitia Lasithiou Kritis	Oils and animal fats	Greece
23	Ελαιόλαδο Λακωνία	Elaiolado Lakonia	Oils and animal fats	Greece
24	Κρόκος Κοζάνης	Krokos Kozanis	Spices	Greece
25	Κεφαλογραβιέρα	Kefalograviera	Cheeses	Greece
26	Γραβιέρα Κρήτης	Graviera Kritis	Cheeses	Greece
27	Γραβιέρα Νάξου	Graviera Naxou	Cheeses	Greece
28	Μανούρι	Manouri	Cheeses	Greece
29	Κασέρι	Kasseri	Cheeses	Greece
30	Φασόλια Γίγαντες Ελέφαντες Καστοριάς	Fassolia Gigantes Elefantas Kastorias	Fresh and processed vegetable products	Greece
31	Φασόλια Γίγαντες Ελέφαντες Πρεσπών Φλώρινας	Fassolia Gigantes Elefantas Prespon Florinas	Fresh and processed vegetable products	Greece
32	Κονσερβολιά Αμφίσσης	Konservolia Amfissis	Table and processed olives	Greece
33	Λουκούμι Γεροσκήπου	Loukoumi Geroskipou	Confectionery and baked products	Cyprus
34	Baena		Oils and animal fats	Spain
35	Sierra Mágina		Oils and animal fats	Spain
36	Aceite del Baix Ebre-Montsia		Oils and animal fats	Spain
37	Oli del Baix Ebre-Montsia		Oils and animal fats	Spain
38	Aceite del Bajo Aragón		Oils and animal fats	Spain

Trademarks
SCHEDULE 6

Marques de commerce
ANNEXE 6 (anglais)

Column 1		Column 2	Column 3	Column 4
Item	Indication	Transliteration (for information purposes only)	Category of Agricultural Product or Food	Originating Territory (Territory, Region or Locality) (for information purposes only)
39	Antequera		Oils and animal fats	Spain
40	Priego de Córdoba		Oils and animal fats	Spain
41	Sierra de Cádiz		Oils and animal fats	Spain
42	Sierra de Segura		Oils and animal fats	Spain
43	Sierra de Cazorla		Oils and animal fats	Spain
44	Siurana		Oils and animal fats	Spain
45	Aceite de Terra Alta		Oils and animal fats	Spain
46	Oli de Terra Alta		Oils and animal fats	Spain
47	Les Garrigues		Oils and animal fats	Spain
48	Estepa		Oils and animal fats	Spain
49	Guijuelo		Fresh, frozen and processed meats	Spain
50	Jamón de Huelva		Fresh, frozen and processed meats	Spain
51	Jamón de Teruel		Fresh, frozen and processed meats	Spain
52	Salchichón de Vic		Fresh, frozen and processed meats	Spain
53	Llonganissa de Vic		Fresh, frozen and processed meats	Spain
54	Mahón-Menorca		Cheeses	Spain
55	Queso Manchego		Cheeses	Spain
56	Cítricos Valencianos		Fresh and processed fruits and nuts	Spain
57	Cítrics Valancians		Fresh and processed fruits and nuts	Spain
58	Jijona		Confectionery and baked products	Spain
59	Turrón de Alicante		Confectionery and baked products	Spain
60	Azafrán de la Mancha		Spices	Spain
61	Comté		Cheeses	France
62	Reblochon		Cheeses	France
63	Reblochon de Savoie		Cheeses	France
64	Roquefort		Cheeses	France
65	Camembert de Normandie		Cheeses	France
66	Brie de Meaux		Cheeses	France
67	Emmental de Savoie		Cheeses	France
68	Pruneaux d'Agen		Fresh and processed fruits and nuts	France
69	Pruneaux d'Agen mi-cuits		Fresh and processed fruits and nuts	France

Trademarks
SCHEDULE 6

Marques de commerce
ANNEXE 6 (anglais)

Column 1		Column 2	Column 3	Column 4
Item	Indication	Transliteration (for information purposes only)	Category of Agricultural Product or Food	Originating Territory (Territory, Region or Locality) (for information purposes only)
70	Huîtres de Marennes-Oléron		Fresh, frozen and processed fish products	France
71	Canards à foie gras du Sud-Ouest: Chalosse		Fresh, frozen and processed meats	France
72	Canards à foie gras du Sud-Ouest: Gascogne		Fresh, frozen and processed meats	France
73	Canards à foie gras du Sud-Ouest: Gers		Fresh, frozen and processed meats	France
74	Canards à foie gras du Sud-Ouest: Landes		Fresh, frozen and processed meats	France
75	Canards à foie gras du Sud-Ouest: Périgord		Fresh, frozen and processed meats	France
76	Canards à foie gras du Sud-Ouest: Quercy		Fresh, frozen and processed meats	France
77	Jambon de Bayonne		Dry-cured meats	France
78	Huile d'olive de Haute-Provence		Oils and animal fats	France
79	Huile essentielle de lavande de Haute-Provence		Essential oils	France
80	Morbier		Cheeses	France
81	Epoisses		Cheeses	France
82	Beaufort		Cheeses	France
83	Maroilles		Cheeses	France
84	Marolles		Cheeses	France
85	Munster		Cheeses	France
86	Munster Géromé		Cheeses	France
87	Fourme d'Ambert		Cheeses	France
88	Abondance		Cheeses	France
89	Bleu d'Auvergne		Cheeses	France
90	Livarot		Cheeses	France
91	Cantal		Cheeses	France
92	Fourme de Cantal		Cheeses	France
93	Cantalet		Cheeses	France
94	Petit Cantal		Cheeses	France
95	Tomme de Savoie		Cheeses	France
96	Pont-L'Evêque		Cheeses	France
97	Neufchâtel		Cheeses	France
98	Chabichou du Poitou		Cheeses	France
99	Crottin de Chavignol		Cheeses	France
100	Saint-Nectaire		Cheeses	France
101	Piment d'Espelette		Spices	France

Trademarks
SCHEDULE 6

Marques de commerce
ANNEXE 6 (anglais)

Column 1		Column 2	Column 3	Column 4
Item	Indication	Transliteration (for information purposes only)	Category of Agricultural Product or Food	Originating Territory (Territory, Region or Locality) (for information purposes only)
102	Lentille verte du Puy		Fresh and processed vegetable products	France
103	Aceto balsamico Tradizionale di Modena		Vinegar	Italy
104	Aceto balsamico di Modena		Vinegar	Italy
105	Cotechino Modena		Fresh, frozen and processed meats	Italy
106	Zampone Modena		Fresh, frozen and processed meats	Italy
107	Bresaola della Valtellina		Fresh, frozen and processed meats	Italy
108	Mortadella Bologna		Fresh, frozen and processed meats	Italy
109	Prosciutto di Parma		Dry-cured meats	Italy
110	Prosciutto di S. Daniele		Dry-cured meats	Italy
111	Prosciutto Toscano		Dry-cured meats	Italy
112	Prosciutto di Modena		Dry-cured meats	Italy
113	Provolone Valpadana		Cheeses	Italy
114	Taleggio		Cheeses	Italy
115	Asiago		Cheeses	Italy
116	Fontina		Cheeses	Italy
117	Gorgonzola		Cheeses	Italy
118	Grana Padano		Cheeses	Italy
119	Mozzarella di Bufala Campana		Cheeses	Italy
120	Parmigiano Reggiano		Cheeses	Italy
121	Pecorino Romano		Cheeses	Italy
122	Pecorino Sardo		Cheeses	Italy
123	Pecorino Toscano		Cheeses	Italy
124	Arancia Rossa di Sicilia		Fresh and processed fruits and nuts	Italy
125	Capperi di Pantelleria		Fresh and processed fruits and nuts	Italy
126	Kiwi Latina		Fresh and processed fruits and nuts	Italy
127	Lenticchia di Castelluccio di Norcia		Fresh and processed vegetable products	Italy
128	Mela Alto Adige		Fresh and processed fruits and nuts	Italy
129	Südtiroler Apfel		Fresh and processed fruits and nuts	Italy
130	Pesca e nettarina di Romagna		Fresh and processed fruits and nuts	Italy

Trademarks
SCHEDULE 6

Marques de commerce
ANNEXE 6 (anglais)

Column 1		Column 2	Column 3	Column 4
Item	Indication	Transliteration (for information purposes only)	Category of Agricultural Product or Food	Originating Territory (Territory, Region or Locality) (for information purposes only)
131	Pomodoro di Pachino		Fresh and processed vegetable products	Italy
132	Radicchio Rosso di Treviso		Fresh and processed vegetable products	Italy
133	Ricciarelli di Siena		Confectionery and baked products	Italy
134	Riso Nano Vialone Veronese		Cereals	Italy
135	Speck Alto Adige		Fresh, frozen and processed meats	Italy
136	Südtiroler Markenspeck		Fresh, frozen and processed meats	Italy
137	Südtiroler Speck		Fresh, frozen and processed meats	Italy
138	Veneto Valpolicella		Oils and animal fats	Italy
139	Veneto Euganei e Berici		Oils and animal fats	Italy
140	Veneto del Grappa		Oils and animal fats	Italy
141	Culatello di Zibello		Fresh, frozen and processed meats	Italy
142	Garda		Fresh, frozen and processed meats	Italy
143	Lardo di Colonnata		Fresh, frozen and processed meats	Italy
144	Szegedi téliszalámi		Fresh, frozen and processed meats	Hungary
145	Szegedi szalámi		Fresh, frozen and processed meats	Hungary
146	Tiroler Speck		Fresh, frozen and processed meats	Austria
147	Steirischer Kren		Fresh and processed vegetable products	Austria
148	Steirisches Kürbiskernöl		Oilseeds	Austria
149	Queijo S. Jorge		Cheeses	Portugal
150	Azeite de Moura		Oils and animal fats	Portugal
151	Azeites de Trás-os-Montes		Oils and animal fats	Portugal
152	Azeite do Alentejo Interior		Oils and animal fats	Portugal
153	Azeites da Beira Interior		Oils and animal fats	Portugal
154	Azeites do Norte Alentejano		Oils and animal fats	Portugal
155	Azeites do Ribatejo		Oils and animal fats	Portugal
156	Pêra Rocha do Oeste		Fresh and processed fruits and nuts	Portugal

Trademarks
SCHEDULE 6 (French)

Marques de commerce
ANNEXE 6

Column 1		Column 2	Column 3	Column 4
Item	Indication	Transliteration (for information purposes only)	Category of Agricultural Product or Food	Originating Territory (Territory, Region or Locality) (for information purposes only)
157	Ameixa d'Elvas		Fresh and processed fruits and nuts	Portugal
158	Ananás dos Açores / S. Miguel		Fresh and processed fruits and nuts	Portugal
159	Chouriça de carne de Vinhais		Fresh, frozen and processed meats	Portugal
160	Linguixa de Vinhais		Fresh, frozen and processed meats	Portugal
161	Chouriço de Portalegre		Fresh, frozen and processed meats	Portugal
162	Presunto de Barrancos		Fresh, frozen and processed meats	Portugal
163	Queijo Serra da Estrela		Cheeses	Portugal
164	Queijos da Beira Baixa		Cheeses	Portugal
165	Queijo de Castelo Branco		Cheeses	Portugal
166	Queijo Amarelo da Beira Baixa		Cheeses	Portugal
167	Queijo Picante da Beira Baixa		Cheeses	Portugal
168	Salpicão de Vinhais		Fresh, frozen and processed meats	Portugal
169	Gouda Holland		Cheeses	Netherlands
170	Edam Holland		Cheeses	Netherlands
171	Kalix Ljörom		Fresh, frozen and processed fish products	Sweden
172	Magiun de prune Topoloveni		Fresh and processed fruits and nuts	Romania

ANNEXE 6

(paragraphe 115(1))

Indications

Colonne 1		Colonne 2	Colonne 3	Colonne 4
Article	Indication	Translittération (à titre informatif seulement)	Catégorie de produit agricole ou aliment	Lieu d'origine (territoire, région ou localité) (à titre informatif seulement)
1	České pivo		Bière	République tchèque
2	Žatecký Chmel		Houblon	République tchèque
3	Hopfen aus der Hallertau		Houblon	Allemagne

Trademarks
SCHEDULE 6 (French)

Marques de commerce
ANNEXE 6

Colonne 1		Colonne 2	Colonne 3	Colonne 4
Article	Indication	Translittération (à titre informatif seulement)	Catégorie de produit agricole ou aliment	Lieu d'origine (territoire, région ou localité) (à titre informatif seulement)
4	Nürnberger Bratwürste		Viandes fraîches, congelées et transformées	Allemagne
5	Nürnberger Rostbratwürste		Viandes fraîches, congelées et transformées	Allemagne
6	Schwarzwälder Schinken		Viandes fraîches, congelées et transformées	Allemagne
7	Aachener Printen		Produits de confiserie et de boulangerie	Allemagne
8	Nürnberger Lebkuchen		Produits de confiserie et de boulangerie	Allemagne
9	Lübecker Marzipan		Produits de confiserie et de boulangerie	Allemagne
10	Bremer Klagen		Produits de confiserie et de boulangerie	Allemagne
11	Hessischer Handkäse		Fromages	Allemagne
12	Hessischer Handkäs		Fromages	Allemagne
13	Tettlinger Hopfen		Houblon	Allemagne
14	Spreewälder Gurken		Produits de légumes frais et transformés	Allemagne
15	Danablu		Fromages	Danemark
16	Ελιά Καλαμάτας	Elia Kalamatas	Olives de table et transformées	Grèce
17	Μαστίχα Χίου	Masticha Chiou	Gommes et résines naturelles	Grèce
18	Φέτα	Feta	Fromages	Grèce
19	Feta		Fromages	Grèce
20	Ελαιόλαδο Καλαμάτας	Elaiolado Kalamata	Huiles végétales et graisses animales	Grèce
21	Ελαιόλαδο Κολυμβάρι Χανίων Κρήτης	Elaiolado Kolymvari Chanion Kritis	Huiles végétales et graisses animales	Grèce
22	Ελαιόλαδο Σητείας Λασιθίου Κρήτης	Elaiolado Sitia Lasithiou Kritis	Huiles végétales et graisses animales	Grèce
23	Ελαιόλαδο Λακωνία	Elaiolado Lakonia	Huiles végétales et graisses animales	Grèce
24	Κρόκος Κοζάνης	Krokos Kozanis	Épices	Grèce
25	Κεφαλογραβιέρα	Kefalograviera	Fromages	Grèce
26	Γραβιέρα Κρήτης	Graviera Kritis	Fromages	Grèce
27	Γραβιέρα Νάξου	Graviera Naxou	Fromages	Grèce
28	Μανούρι	Manouri	Fromages	Grèce
29	Κασέρι	Kasseri	Fromages	Grèce
30	Φασόλια Γίγαντες Ελέφαντες Καστοριάς	Fassolia Gigantes Elefantas Kastorias	Produits de légumes frais et transformés	Grèce

Colonne 1		Colonne 2	Colonne 3	Colonne 4
Article	Indication	Translittération (à titre informatif seulement)	Catégorie de produit agricole ou aliment	Lieu d'origine (territoire, région ou localité) (à titre informatif seulement)
31	Φασόλια Γίγαντες Ελέφαντες Πρεσπών Φλώρινας	Fassolia Gigantes Elefantas Prespon Florinas	Produits de légumes frais et transformés	Grèce
32	Κονσερβολιά Αμφίσσης	Konservolia Amfissis	Olives de table et transformées	Grèce
33	Λουκούμι Γεροσκήπου	Loukoumi Geroskipou	Produits de confiserie et de boulangerie	Chypre
34	Baena		Huiles végétales et graisses animales	Espagne
35	Sierra Mágina		Huiles végétales et graisses animales	Espagne
36	Aceite del Baix Ebre- Montsía		Huiles végétales et graisses animales	Espagne
37	Oli del Baix Ebre- Montsía		Huiles végétales et graisses animales	Espagne
38	Aceite del Bajo Aragón		Huiles végétales et graisses animales	Espagne
39	Antequera		Huiles végétales et graisses animales	Espagne
40	Priego de Córdoba		Huiles végétales et graisses animales	Espagne
41	Sierra de Cádiz		Huiles végétales et graisses animales	Espagne
42	Sierra de Segura		Huiles végétales et graisses animales	Espagne
43	Sierra de Cazorla		Huiles végétales et graisses animales	Espagne
44	Siurana		Huiles végétales et graisses animales	Espagne
45	Aceite de Terra Alta		Huiles végétales et graisses animales	Espagne
46	Oli de Terra Alta		Huiles végétales et graisses animales	Espagne
47	Les Garrigues		Huiles végétales et graisses animales	Espagne
48	Estepa		Huiles végétales et graisses animales	Espagne
49	Guijuelo		Viandes fraîches, congelées et transformées	Espagne
50	Jamón de Huelva		Viandes fraîches, congelées et transformées	Espagne
51	Jamón de Teruel		Viandes fraîches, congelées et transformées	Espagne

Trademarks
SCHEDULE 6 (French)

Marques de commerce
ANNEXE 6

Colonne 1		Colonne 2	Colonne 3	Colonne 4
Article	Indication	Translittération (à titre informatif seulement)	Catégorie de produit agricole ou aliment	Lieu d'origine (territoire, région ou localité) (à titre informatif seulement)
52	Salchichón de Vic		Viandes fraîches, congelées et transformées	Espagne
53	Llonganissa de Vic		Viandes fraîches, congelées et transformées	Espagne
54	Mahón-Menorca		Fromages	Espagne
55	Queso Manchego		Fromages	Espagne
56	Cítricos Valencianos		Fruits et noix frais et transformés	Espagne
57	Cítrics Valancians		Fruits et noix frais et transformés	Espagne
58	Jijona		Produits de confiserie et de boulangerie	Espagne
59	Turrón de Alicante		Produits de confiserie et de boulangerie	Espagne
60	Azafrán de la Mancha		Épices	Espagne
61	Comté		Fromages	France
62	Reblochon		Fromages	France
63	Reblochon de Savoie		Fromages	France
64	Roquefort		Fromages	France
65	Camembert de Normandie		Fromages	France
66	Brie de Meaux		Fromages	France
67	Emmental de Savoie		Fromages	France
68	Pruneaux d'Agen		Fruits et noix frais et transformés	France
69	Pruneaux d'Agen mi-cuits		Fruits et noix frais et transformés	France
70	Huîtres de Marennes-Oléron		Produits de poissons frais, congelés et transformés	France
71	Canards à foie gras du Sud-Ouest : Chalosse		Viandes fraîches, congelées et transformées	France
72	Canards à foie gras du Sud-Ouest : Gascogne		Viandes fraîches, congelées et transformées	France
73	Canards à foie gras du Sud-Ouest : Gers		Viandes fraîches, congelées et transformées	France
74	Canards à foie gras du Sud-Ouest : Landes		Viandes fraîches, congelées et transformées	France

Trademarks
SCHEDULE 6 (French)

Marques de commerce
ANNEXE 6

Colonne 1		Colonne 2	Colonne 3	Colonne 4
Article	Indication	Translittération (à titre informatif seulement)	Catégorie de produit agricole ou aliment	Lieu d'origine (territoire, région ou localité) (à titre informatif seulement)
75	Canards à foie gras du Sud-Ouest : Périgord		Viandes fraîches, congelées et transformées	France
76	Canards à foie gras du Sud-Ouest : Quercy		Viandes fraîches, congelées et transformées	France
77	Jambon de Bayonne		Viandes salées à sec	France
78	Huile d'olive de Haute-Provence		Huiles végétales et graisses animales	France
79	Huile essentielle de lavande de Haute-Provence		Huiles essentielles	France
80	Morbier		Fromages	France
81	Epoisses		Fromages	France
82	Beaufort		Fromages	France
83	Maroilles		Fromages	France
84	Marolles		Fromages	France
85	Munster		Fromages	France
86	Munster Géromé		Fromages	France
87	Fourme d'Ambert		Fromages	France
88	Abondance		Fromages	France
89	Bleu d'Auvergne		Fromages	France
90	Livarot		Fromages	France
91	Cantal		Fromages	France
92	Fourme de Cantal		Fromages	France
93	Cantalet		Fromages	France
94	Petit Cantal		Fromages	France
95	Tomme de Savoie		Fromages	France
96	Pont-L'Evêque		Fromages	France
97	Neufchâtel		Fromages	France
98	Chabichou du Poitou		Fromages	France
99	Crottin de Chavignol		Fromages	France
100	Saint-Nectaire		Fromages	France
101	Piment d'Espelette		Épices	France
102	Lentille verte du Puy		Produits de légumes frais et transformés	France
103	Aceto balsamico Tradizionale di Modena		Vinaigre	Italie
104	Aceto balsamico di Modena		Vinaigre	Italie
105	Cotechino Modena		Viandes fraîches, congelées et transformées	Italie

Trademarks
SCHEDULE 6 (French)

Marques de commerce
ANNEXE 6

Colonne 1		Colonne 2	Colonne 3	Colonne 4
Article	Indication	Translittération (à titre informatif seulement)	Catégorie de produit agricole ou aliment	Lieu d'origine (territoire, région ou localité) (à titre informatif seulement)
106	Zampone Modena		Viandes fraîches, congelées et transformées	Italie
107	Bresaola della Valtellina		Viandes fraîches, congelées et transformées	Italie
108	Mortadella Bologna		Viandes fraîches, congelées et transformées	Italie
109	Prosciutto di Parma		Viandes salées à sec	Italie
110	Prosciutto di S. Daniele		Viandes salées à sec	Italie
111	Prosciutto Toscano		Viandes salées à sec	Italie
112	Prosciutto di Modena		Viandes salées à sec	Italie
113	Provolone Valpadana		Fromages	Italie
114	Taleggio		Fromages	Italie
115	Asiago		Fromages	Italie
116	Fontina		Fromages	Italie
117	Gorgonzola		Fromages	Italie
118	Grana Padano		Fromages	Italie
119	Mozzarella di Bufala Campana		Fromages	Italie
120	Parmigiano Reggiano		Fromages	Italie
121	Pecorino Romano		Fromages	Italie
122	Pecorino Sardo		Fromages	Italie
123	Pecorino Toscano		Fromages	Italie
124	Arancia Rossa di Sicilia		Fruits et noix frais et transformés	Italie
125	Cappero di Pantelleria		Fruits et noix frais et transformés	Italie
126	Kiwi Latina		Fruits et noix frais et transformés	Italie
127	Lenticchia di Castelluccio di Norcia		Produits de légumes frais et transformés	Italie
128	Mela Alto Adige		Fruits et noix frais et transformés	Italie
129	Südtiroler Apfel		Fruits et noix frais et transformés	Italie
130	Pesca e nettarina di Romagna		Fruits et noix frais et transformés	Italie
131	Pomodoro di Pachino		Produits de légumes frais et transformés	Italie
132	Radicchio Rosso di Treviso		Produits de légumes frais et transformés	Italie

Trademarks
SCHEDULE 6 (French)

Marques de commerce
ANNEXE 6

Colonne 1		Colonne 2	Colonne 3	Colonne 4
Article	Indication	Translittération (à titre informatif seulement)	Catégorie de produit agricole ou aliment	Lieu d'origine (territoire, région ou localité) (à titre informatif seulement)
133	Ricciarelli di Siena		Produits de confiserie et de boulangerie	Italie
134	Riso Nano Vialone Veronese		Céréales	Italie
135	Speck Alto Adige		Viandes fraîches, congelées et transformées	Italie
136	Südtiroler Markenspeck		Viandes fraîches, congelées et transformées	Italie
137	Südtiroler Speck		Viandes fraîches, congelées et transformées	Italie
138	Veneto Valpolicella		Huiles végétales et graisses animales	Italie
139	Veneto Euganei e Berici		Huiles végétales et graisses animales	Italie
140	Veneto del Grappa		Huiles végétales et graisses animales	Italie
141	Culatello di Zibello		Viandes fraîches, congelées et transformées	Italie
142	Garda		Viandes fraîches, congelées et transformées	Italie
143	Lardo di Colonnata		Viandes fraîches, congelées et transformées	Italie
144	Szegedi téliszalámi		Viandes fraîches, congelées et transformées	Hongrie
145	Szegedi szalámi		Viandes fraîches, congelées et transformées	Hongrie
146	Tiroler Speck		Viandes fraîches, congelées et transformées	Autriche
147	Steirischer Kren		Produits de légumes frais et transformés	Autriche
148	Steirisches Kürbiskernöl		Oléagineux	Autriche
149	Queijo S. Jorge		Fromages	Portugal
150	Azeite de Moura		Huiles végétales et graisses animales	Portugal
151	Azeites de Trás-os-Montes		Huiles végétales et graisses animales	Portugal

Trademarks
SCHEDULE 6 (French)

Marques de commerce
ANNEXE 6

Colonne 1		Colonne 2	Colonne 3	Colonne 4
Article	Indication	Translittération (à titre informatif seulement)	Catégorie de produit agricole ou aliment	Lieu d'origine (territoire, région ou localité) (à titre informatif seulement)
152	Azeite do Alentejo Interior		Huiles végétales et graisses animales	Portugal
153	Azeites da Beira Interior		Huiles végétales et graisses animales	Portugal
154	Azeites do Norte Alentejano		Huiles végétales et graisses animales	Portugal
155	Azeites do Ribatejo		Huiles végétales et graisses animales	Portugal
156	Pêra Rocha do Oeste		Fruits et noix frais et transformés	Portugal
157	Ameixa d'Elvas		Fruits et noix frais et transformés	Portugal
158	Ananás dos Açores / S. Miguel		Fruits et noix frais et transformés	Portugal
159	Chouriça de carne de Vinhais		Viandes fraîches, congelées et transformées	Portugal
160	Linguíça de Vinhais		Viandes fraîches, congelées et transformées	Portugal
161	Chouriço de Portalegre		Viandes fraîches, congelées et transformées	Portugal
162	Presunto de Barrancos		Viandes fraîches, congelées et transformées	Portugal
163	Queijo Serra da Estrela		Fromages	Portugal
164	Queijos da Beira Baixa		Fromages	Portugal
165	Queijo de Castelo Branco		Fromages	Portugal
166	Queijo Amarelo da Beira Baixa		Fromages	Portugal
167	Queijo Picante da Beira Baixa		Fromages	Portugal
168	Salpicão de Vinhais		Viandes fraîches, congelées et transformées	Portugal
169	Gouda Holland		Fromages	Pays-Bas
170	Edam Holland		Fromages	Pays-Bas
171	Kalix Ljörom		Produits de poissons frais, congelés et transformés	Suède
172	Magiun de prune Topoloveni		Fruits et noix frais et transformés	Roumanie

— 2017, c. 6, s. 116

Additional indications

116 (1) On the publication of a statement by the *Minister*, as defined in section 11.11 of the Act, that a geographical indication has been added to Part A of Annex 20-A, as amended from time to time, of Chapter Twenty of the Comprehensive Economic and Trade Agreement between Canada and the European Union and its Member States, done at Brussels on October 30, 2016, the *Registrar*, as defined in section 2 of the Act, must, despite subsection 11.12(2) and section 11.13 of the Act, enter the indication on the list kept under subsection 11.12(1) of the Act.

Information in statement

(2) The Minister's statement must set out the information described in paragraphs 11.12(3)(b) to (d) and (f) of the Act in respect of the indication.

Deemed entered on list

(3) The indication and all translations of the indication are deemed to have been entered on the list on the date on which the indication is added to Part A of Annex 20-A of Chapter Twenty of that Agreement.

For greater certainty

(4) For greater certainty, the Registrar is not required to enter those translations on the list.

Geographical indication

(5) The indication, to the extent that it remains on the list, is deemed to be a *geographical indication* as defined in section 2 of the Act.

Acquired rights

(6) For the purpose of subsection 11.2(3) of the Act, the reference to “the day on which a statement by the Minister is published under subsection 11.12(2) or (2.1)” is to be read, with respect to the indication, as a reference to “the date on which the indication is added to Part A of Annex 20-A, as amended from time to time, of Chapter Twenty of the Comprehensive Economic and Trade Agreement between Canada and the European Union and its Member States, done at Brussels on October 30, 2016”.

— 2017, c. 6, s. 132, as amended by 2014, c. 20, s. 361(E)

Korean indications

132 (1) Despite subsection 11.12(2) and section 11.13 of the *Trademarks Act*, the *Registrar*, as defined in section

— 2017, ch. 6, art. 116

Ajout à la liste

116 (1) Malgré le paragraphe 11.12(2) et l'article 11.13 de la Loi, le *registraire*, au sens de l'article 2 de la Loi, inscrit, sur la liste des indications géographiques tenue en application du paragraphe 11.12(1) de la Loi, l'indication à l'égard de laquelle le *ministre*, au sens de l'article 11.11 de la Loi, a fait publier un énoncé d'intention indiquant qu'elle a été ajoutée à la partie A de l'annexe 20-A, avec ses modifications successives, du chapitre Vingt de l'Accord économique et commercial global entre le Canada et l'Union européenne et ses États membres, fait à Bruxelles le 30 octobre 2016.

Renseignements

(2) L'énoncé d'intention contient, à l'égard de l'indication, les renseignements visés aux alinéas 11.12(3)b) à d) et f) de la Loi.

Réputées inscrites

(3) L'indication et toutes les traductions de celle-ci sont réputées avoir été inscrites sur la liste à la date à laquelle l'indication est ajoutée à la partie A de l'annexe 20-A du chapitre Vingt de cet accord.

Précision

(4) Il est entendu que le registraire n'est pas tenu d'inscrire ces traductions sur la liste.

Indications géographiques

(5) L'indication, dans la mesure où elle est inscrite sur la liste, est réputée être une *indication géographique* au sens de l'article 2 de la Loi.

Droits acquis

(6) Pour l'application du paragraphe 11.2(3) de la Loi relativement à cette indication, la mention « la publication de l'énoncé d'intention aux termes des paragraphes 11.12(2) ou (2.1) » vaut mention de « la date à laquelle l'indication est ajoutée à la partie A de l'annexe 20-A, avec ses modifications successives, du chapitre Vingt de l'Accord économique et commercial global entre le Canada et l'Union européenne et ses États membres, fait à Bruxelles le 30 octobre 2016 ».

— 2017, ch. 6, art. 132, modifié par 2014, ch. 20, art. 361(A)

Indications coréennes

132 (1) Malgré le paragraphe 11.12(2) et l'article 11.13 de la *Loi sur les marques de commerce*, le *registraire*, au

2 of that Act, must, as soon as practicable after this subsection comes into force, enter all of the following indications on the list of geographical indications kept under subsection 11.12(1) of that Act:

- (a) GoryeoHongsam;
- (b) GoryeoBaeksam;
- (c) GoryeoSusam;
- (d) IcheonSsal;
- (e) ginseng rouge de Corée;
- (f) ginseng blanc de Corée;
- (g) ginseng frais de Corée;
- (h) riz Icheon;
- (i) Korean Red Ginseng;
- (j) Korean White Ginseng;
- (k) Korean Fresh Ginseng;
- (l) Icheon Rice.

Deemed entry on list

(2) The indications and all translations of those indications are deemed to have been entered on the list on the day on which this section comes into force.

For greater certainty

(3) For greater certainty, the Registrar is not required to enter those translations on the list.

Geographical indications

(4) Each of those indications, to the extent that it remains on the list, is deemed to be a *geographical indication* as defined in section 2 of that Act.

Acquired rights — Canada–Korea

(5) For the purpose of subsection 11.2(3) of that Act, the reference to “the day on which a statement by the Minister is published under subsection 11.12(2) or (2.1)” is to be read, with respect to the indication listed in section 11.23, as a reference to “January 1, 2015”.

sens de l'article 2 de cette loi, inscrit les indications ci-après, dès que possible après l'entrée en vigueur du présent paragraphe, sur la liste des indications géographiques tenue en application du paragraphe 11.12(1) de cette loi :

- a) GoryeoHongsam;
- b) GoryeoBaeksam;
- c) GoryeoSusam;
- d) IcheonSsal;
- e) ginseng rouge de Corée;
- f) ginseng blanc de Corée;
- g) ginseng frais de Corée;
- h) riz Icheon;
- i) Korean Red Ginseng;
- j) Korean White Ginseng;
- k) Korean Fresh Ginseng;
- l) Icheon Rice.

Réputées inscrites

(2) Les indications et toutes les traductions de celles-ci sont réputées avoir été inscrites sur la liste à la date d'entrée en vigueur du présent article.

Précision

(3) Il est entendu que le registraire n'est pas tenu d'inscrire ces traductions sur la liste.

Indications géographiques

(4) Chacune de ces indications, dans la mesure où elle est inscrite sur la liste, est réputée être une *indication géographique* au sens de l'article 2 de cette loi.

Droits acquis — Canada–Corée

(5) Pour l'application du paragraphe 11.2(3) de cette loi relativement à l'indication visée à l'article 11.23, la mention « la publication de l'énoncé d'intention aux termes des paragraphes 11.12(2) ou (2.1) » vaut mention de « le 1^{er} janvier 2015 ».

AMENDMENTS NOT IN FORCE

— 2018, c. 27, s. 215

215 Section 9 of the Act is amended by adding the following after subsection (2):

For greater certainty

(3) For greater certainty, and despite any public notice of adoption and use given by the Registrar under paragraph (1)(n), subparagraph (1)(n)(iii) does not apply with respect to a badge, crest, emblem or mark if the entity that made the request for the public notice is not a public authority or no longer exists.

Notice of non-application

(4) In the circumstances set out in subsection (3), the Registrar may, on his or her own initiative or at the request of a person who pays a prescribed fee, give public notice that subparagraph (1)(n)(iii) does not apply with respect to the badge, crest, emblem or mark.

— 2018, c. 27, s. 216

216 The Act is amended by adding the following after section 11:

Exception

11.01 Despite section 11, a person may use a badge, crest, emblem or mark described in subparagraph 9(1)(n)(iii) if, at the time of use, the entity that made the request for a public notice under paragraph 9(1)(n) with respect to the badge, crest, emblem or mark is not a public authority or no longer exists.

— 2018, c. 27, s. 217

217 (1) Section 11.13 of the Act is amended by adding the following after subsection (6.1):

Withdrawal of objection

(6.2) If, in the opinion of the Registrar, an objector is in default in the continuation of an objection, the Registrar may, after giving notice to the objector of the default, treat the objection as withdrawn unless the default is remedied within the time specified in the notice.

(2) Section 11.13 of the Act is amended by adding the following after subsection (8):

MODIFICATIONS NON EN VIGUEUR

— 2018, ch. 27, art. 215

215 L'article 9 de la même loi est modifié par adjonction, après le paragraphe (2), de ce qui suit :

Précision

(3) Il est entendu que, malgré tout avis public d'adoption et emploi d'une marque officielle donné par le registraire, le sous-alinéa (1)n(iii) ne s'applique pas à l'égard d'un insigne, d'un écusson, d'une marque ou d'un emblème si l'entité qui a fait la demande d'avis public n'est pas une autorité publique ou n'existe plus.

Avis de non-application

(4) Dans le cas visé au paragraphe (3), le registraire peut, de sa propre initiative ou à la demande de la personne qui paie le droit prescrit, donner un avis public quant au fait que le sous-alinéa (1)n(iii) ne s'applique pas à l'égard de l'insigne, de l'écusson, de la marque ou de l'emblème.

— 2018, ch. 27, art. 216

216 La même loi est modifiée par adjonction, après l'article 11, de ce qui suit :

Exception

11.01 Malgré l'article 11, l'insigne, l'écusson, la marque ou l'emblème visé au sous-alinéa 9(1)n(iii) peut être employé si, au moment de l'emploi, l'entité qui a fait la demande d'avis public au titre de l'alinéa 9(1)n à l'égard de cet insigne, de cet écusson, de cette marque ou de cet emblème n'est pas une autorité publique ou n'existe plus.

— 2018, ch. 27, art. 217

217 (1) L'article 11.13 de la même loi est modifié par adjonction, après le paragraphe (6.1), de ce qui suit :

Retrait de l'opposition

(6.2) Si, de l'avis du registraire, un opposant fait défaut de poursuivre son opposition, le registraire peut, après lui avoir donné avis du défaut, considérer l'opposition comme retirée, à moins qu'il ne soit remédié au défaut dans le délai précisé dans l'avis.

(2) L'article 11.13 de la même loi est modifié par adjonction, après le paragraphe (8), de ce qui suit :

Costs

(9) Subject to the regulations, the Registrar may, by order, award costs in a proceeding under this section.

Order of Federal Court

(10) A certified copy of an order made under subsection (9) may be filed in the Federal Court and, on being filed, the order becomes and may be enforced as an order of that Court.

— 2018, c. 27, s. 219

219 The Act is amended by adding the following after section 36:**Withdrawal of opposition**

36.1 If, in the opinion of the Registrar, an opponent is in default in the continuation of an opposition referred to in section 38, the Registrar may, after giving notice to the opponent of the default, treat the opposition as withdrawn unless the default is remedied within the time specified in the notice.

— 2018, c. 27, s. 221

221 The Act is amended by adding the following after section 38:**Costs**

38.1 (1) Subject to the regulations, the Registrar may, by order, award costs in a proceeding under section 38.

Order of Federal Court

(2) A certified copy of an order made under subsection (1) may be filed in the Federal Court and, on being filed, the order becomes and may be enforced as an order of that Court.

— 2018, c. 27, s. 222

222 Section 45 of the Act is amended by adding the following after subsection (4):**Costs**

(4.1) Subject to the regulations, the Registrar may, by order, award costs in a proceeding under this section.

Frais

(9) Sous réserve des règlements et dans le cadre d'une procédure visée au présent article, le registraire peut, par ordonnance, en adjuger les frais.

Ordonnance de la Cour fédérale

(10) Une copie certifiée de l'ordonnance sur les frais peut être déposée à la Cour fédérale. Dès le dépôt de cette copie, l'ordonnance est assimilée à une ordonnance rendue par cette cour et peut être exécutée comme telle.

— 2018, ch. 27, art. 219

219 La même loi est modifiée par adjonction, après l'article 36, de ce qui suit :**Retrait de l'opposition**

36.1 Si, de l'avis du registraire, un opposant fait défaut de poursuivre l'opposition visée à l'article 38, le registraire peut, après lui avoir donné avis du défaut, considérer l'opposition comme retirée, à moins qu'il ne soit remédié au défaut dans le délai précisé dans l'avis.

— 2018, ch. 27, art. 221

221 La même loi est modifiée par adjonction, après l'article 38, de ce qui suit :**Frais**

38.1 (1) Sous réserve des règlements et dans le cadre d'une procédure visée à l'article 38, le registraire peut, par ordonnance, en adjuger les frais.

Ordonnance de la Cour fédérale

(2) Une copie certifiée de l'ordonnance sur les frais peut être déposée à la Cour fédérale. Dès le dépôt de cette copie, l'ordonnance est assimilée à une ordonnance rendue par cette cour et peut être exécutée comme telle.

— 2018, ch. 27, art. 222

222 L'article 45 de la même loi est modifié par adjonction, après le paragraphe (4), de ce qui suit :**Frais**

(4.1) Sous réserve des règlements et dans le cadre d'une procédure visée au présent article, le registraire peut, par ordonnance, en adjuger les frais.

Order of Federal Court

(4.2) A certified copy of an order made under subsection (4.1) may be filed in the Federal Court and, on being filed, the order becomes and may be enforced as an order of that Court.

— 2018, c. 27, s. 223

223 The Act is amended by adding the following after section 45:

Confidentiality Orders**Request to keep evidence confidential**

45.1 (1) A party to a proceeding under section 11.13, 38 or 45 may make a request to the Registrar, in accordance with the regulations, that some or all of the evidence that they intend to submit to the Registrar be kept confidential.

Restriction

(2) The Registrar shall not consider a request if the party who makes it submits the evidence to the Registrar before the Registrar either gives notice under subsection (3) or makes an order under subsection (4).

Registrar not satisfied

(3) If the Registrar is not satisfied that the evidence should be kept confidential, the Registrar shall notify the party who made the request accordingly.

Confidentiality order

(4) If the Registrar is satisfied that the evidence should be kept confidential, he or she may, on any terms that he or she considers appropriate, order that the evidence be kept confidential.

Consequences of order

(5) If the Registrar makes an order under subsection (4),

- (a)** the party who made the request may submit the evidence to the Registrar and, if it is submitted, shall serve it on the other party in accordance with the order;
- (b)** subsections 11.13(5.1), 38(9) and 45(2.1) do not apply with respect to the evidence;
- (c)** section 29 does not apply to the evidence; and
- (d)** the Registrar shall take measures to ensure that the evidence is kept confidential when the evidence or

Ordonnance de la Cour fédérale

(4.2) Une copie certifiée de l'ordonnance sur les frais peut être déposée à la Cour fédérale. Dès le dépôt de cette copie, l'ordonnance est assimilée à une ordonnance rendue par cette cour et peut être exécutée comme telle.

— 2018, ch. 27, art. 223

223 La même loi est modifiée par adjonction, après l'article 45, de ce qui suit :

Ordonnances de confidentialité**Demande de confidentialité**

45.1 (1) Toute partie à une procédure prévue aux articles 11.13, 38 ou 45 peut demander au registraire, conformément aux règlements, de garder confidentiels en tout ou en partie les éléments de preuve qu'elle entend lui présenter.

Limite

(2) Le registraire n'examine pas la demande si la partie qui la produit lui présente ses éléments de preuve avant qu'il n'ait donné l'avis visé au paragraphe (3) ou n'ait rendu l'ordonnance visée au paragraphe (4).

Registraire non convaincu

(3) S'il n'est pas convaincu que les éléments de preuve devraient être gardés confidentiels, le registraire en avise la partie qui en a fait la demande.

Ordonnance de confidentialité

(4) S'il est convaincu que les éléments de preuve devraient être gardés confidentiels, le registraire peut, selon les modalités qu'il estime indiquées, ordonner qu'ils le soient.

Conséquences d'une ordonnance

(5) Dans le cas où le registraire rend une ordonnance en vertu du paragraphe (4) :

- a)** la partie qui en a fait la demande peut présenter la preuve au registraire et, le cas échéant, la signifie à l'autre partie conformément à l'ordonnance;
- b)** les paragraphes 11.13(5.1), 38(9) et 45(2.1) ne s'appliquent pas à l'égard de la preuve;
- c)** l'article 29 ne s'applique pas à la preuve;
- d)** le registraire prend les mesures nécessaires afin que la preuve demeure confidentielle lorsque celle-ci

a copy of the evidence is transmitted to the Federal Court under section 60.

Order of Federal Court

(6) A certified copy of an order made under subsection (4) may be filed in the Federal Court and, on being filed, the order becomes and may be enforced as an order of that Court.

— 2018, c. 27, s. 225

225 Section 53.2 of the Act is amended by adding the following after subsection (1):

Exception

(1.1) If, within a period of three years beginning on the date of registration of a trademark, the owner of the registered trademark makes an application claiming that an act has been done contrary to section 19, 20 or 22, the owner is not entitled to relief unless the trademark was in use in Canada at any time during that period or special circumstances exist that excuse the absence of use in Canada during that period.

— 2018, c. 27, s. 226

226 Subsection 56(5) of the Act is replaced by the following:

Additional evidence

(5) If, on an appeal under subsection (1), the Federal Court grants leave to adduce evidence in addition to that adduced before the Registrar, the Court may exercise, with respect to that additional evidence, any discretion vested in the Registrar.

— 2018, c. 27, s. 227

227 Section 65 of the Act is amended by striking out “and” at the end of paragraph (m) and by replacing paragraph (n) with the following:

(n) respecting the awarding of costs under subsections 11.13(9), 38.1(1) and 45(4.1);

(o) respecting requests made under subsection 45.1(1); and

(p) prescribing anything that by this Act is to be prescribed.

ou une copie de celle-ci est transmise à la Cour fédérale en application de l'article 60.

Ordonnance de la Cour fédérale

(6) Une copie certifiée de l'ordonnance rendue en vertu du paragraphe (4) peut être déposée à la Cour fédérale. Dès le dépôt de cette copie, l'ordonnance est assimilée à une ordonnance rendue par cette cour et peut être exécutée comme telle.

— 2018, ch. 27, art. 225

225 L'article 53.2 de la même loi est modifié par adjonction, après le paragraphe (1), de ce qui suit :

Exception

(1.1) Si, au cours de la période de trois ans commençant à la date d'enregistrement de la marque de commerce, le propriétaire de cette marque de commerce déposée présente une demande dans laquelle il allègue qu'un acte contraire aux articles 19, 20 ou 22 a été accompli, il ne peut obtenir réparation que si la marque de commerce a été utilisée au Canada au cours de cette période ou que le défaut d'emploi, au Canada, au cours de cette période, était attribuable à des circonstances spéciales qui le justifient.

— 2018, ch. 27, art. 226

226 Le paragraphe 56(5) de la même loi est remplacé par ce qui suit :

Preuve additionnelle

(5) Si, lors de l'appel, le tribunal permet la présentation d'une preuve qui n'a pas été fournie devant le registraire, il peut, à l'égard de cette preuve, exercer toute discrétion dont le registraire est investi.

— 2018, ch. 27, art. 227

227 L'alinéa 65n) de la même loi est remplacé par ce qui suit :

n) concernant l'adjudication des frais en vertu des paragraphes 11.13(9), 38.1(1) et 45(4.1);

o) concernant les demandes présentées en vertu du paragraphe 45.1(1);

p) prescrivant toute autre chose qui doit être prescrite en vertu de la présente loi.

— 2018, c. 27, s. 228

228 The Act is amended by adding the following after section 65.2:

Case management

65.3 (1) For greater certainty, the Governor in Council may make regulations under paragraphs 65(i) and 65.2(b) respecting the case management by the Registrar of proceedings referred to in those paragraphs.

Time or manner

(2) The Governor in Council may make regulations authorizing the Registrar to fix, despite any time or manner that is provided for under this Act with respect to any of the proceedings referred to in subsection (1), the time by which or the manner in which any step in a case-managed proceeding is to be completed and, in that case, the provisions of this Act and the regulations apply with respect to the proceeding with any modifications that the circumstances require.

— 2018, c. 27, ss. 239(1), (4)

2015, c. 36.

239 (1) In this section, *other Act* means the *Economic Action Plan 2015 Act, No. 1*.

(4) On the first day on which both subsection 70(7) of the *other Act* has produced its effects and section 215 of this Act is in force, subsection 70(1) of the *Trade-marks Act* is amended by, if necessary, striking out “and” at the end of paragraph (b) and adding “and” at the end of paragraph (c) and by adding the following after paragraph (c):

(d) subsections 9(3) and (4), sections 36.1, 38.1 and 45.1, and subsection 56(5), as enacted by the *Budget Implementation Act, 2018, No. 2*.

— 2018, ch. 27, art. 228

228 La même loi est modifiée par adjonction, après l’article 65.2, de ce qui suit :

Gestion de l’instance

65.3 (1) Il est entendu que le gouverneur en conseil peut prendre des règlements en vertu des alinéas 65i) et 65.2b) concernant la gestion de l’instance par le registraire d’une procédure visée à ces alinéas.

Modalités

(2) Le gouverneur en conseil peut prendre des règlements autorisant le registraire à fixer les modalités applicables à toute mesure à entreprendre à l’égard d’une procédure faisant l’objet d’une gestion de l’instance, sans égard aux modalités prévues sous le régime de la présente loi. Le cas échéant, les dispositions de la présente loi et des règlements s’appliquent à l’égard des procédures avec les adaptations nécessaires.

— 2018, ch. 27, par. 239(1) et (4)

2015, ch. 36.

239 (1) Au présent article, *autre loi* s’entend de la *Loi n° 1 sur le plan d’action économique de 2015*.

(4) Dès le premier jour où le paragraphe 70(7) de l’autre loi produit ses effets et l’article 215 de la présente loi est en vigueur, le paragraphe 70(1) de la *Loi sur les marques de commerce* est modifié par adjonction, après l’alinéa c), de ce qui suit :

d) par les paragraphes 9(3) et (4), les articles 36.1, 38.1 et 45.1 et le paragraphe 56(5), édictés par la *Loi n° 2 d’exécution du budget de 2018*.

EXHIBIT F



Faster, cheaper trademark litigation

This is just another reason for choosing Canada as the North American venue for trademark disputes, according to Mark K. Evans of Smart & Biggar/Fetherstonhaugh.

With good reason, Canada has long been recognized as an attractive and favorable jurisdiction for litigating trademark disputes. Over the past few years, Canada's reputation as a desirable venue has been enhanced and reinforced by a number of procedural developments and statutory changes. This is especially important as upcoming amendments to Canada's *Trademarks Act* will likely result in an increased level of activity by infringers and trademark squatters. Furthermore, by strategically choosing Canada as a venue, trademark disputes can often be resolved cost-effectively throughout North America.

Litigation by "application"

During the past few years, the Federal Court of Canada has permitted trademark disputes to be handled in a streamlined, expeditious manner based solely upon a written record, without wide-ranging pre-trial discovery. As a result, cases can often be brought relatively quickly and efficiently.

The recent decision of the Federal Court in *Trans-High Corporation v Hightimes Smokeshop and Gifts Inc.*, 2013 FC 1190, showcased the benefits of this procedure. In this case, the applicant, Trans-High Corporation, successfully moved by way of application for permanent injunctive relief, damages and legal fees in respect of its claims that the respondent, Hightimes Smokeshop and Gifts Inc., had engaged in trademark infringement, passing off and depreciation of goodwill. The entire proceeding, from the date of service of the Notice of Application to

“Over the past few years, Canada's reputation as a desirable venue has been enhanced and reinforced by a number of procedural developments and statutory changes. This is especially important as upcoming amendments to Canada's *Trademarks Act* will likely result in an increased level of activity by infringers and trademark squatters.**”**

the date of the Court's decision, took only five months, and the hearing was conducted in a single day.

By proceeding by way of an application, the parties' evidence is restricted to affidavits, and cross-examinations upon those affidavits. As for the hearing, it is based upon a paper record only, and the judge decides the matter after an oral hearing without seeing or hearing from any live witnesses.

While proceeding by way of application is especially well suited for simpler cases, this procedure can also be used effectively in commercially important trademark disputes.

Litigation by "action"

In some situations though, a trademark owner may not be in possession of all the evidence that it wishes to present at trial, and may require pre-trial discovery to obtain documentary evidence or admissions from the

Résumé

Mark K. Evans, Partner, Smart & Biggar/Fetherstonhaugh

Mark Evans is a member of Smart & Biggar's Executive Committee and is the Co-Managing Partner of the firm's Toronto office. His practice focusses on providing sophisticated trademark protection, management and counselling services. He represents many of the world's most famous brand owners, and is recognized as one of Canada's leading trademark lawyers. Mark has been successful in numerous precedent setting trademark cases in Canada, and has highly significant experience and expertise in all aspects of trademark law and practice including trademark and trade-dress litigation, clearance, prosecution, oppositions and cancellations, and licensing and merchandising, in a wide range of industries.



infringer. In these cases, proceeding by way of an application will not be the recommended route. Rather, it will remain desirable to proceed by way of an “action”. This will involve relatively detailed pleadings followed by a more traditional form of pre-trial discovery.

Summary trial

However, even when litigating a trademark dispute by way of an action, such as when it is desired to obtain pre-trial discovery, relatively recent amendments to the Federal Courts Rules permit a party to proceed in an expeditious, hybrid manner. In particular, after proceeding by way of an action and obtaining pre-trial discovery, a party may seek to convert the case and seek to have the matter heard at a summary trial.

The standard of proof on summary trial is the same as at a regular trial. Admissible evidence for both parties consists of affidavits (which cannot be based on information and belief), admissions received pursuant to a request to admit, expert affidavits or statements and discovery evidence. Additionally, the Court may require a deponent or expert to attend for cross-examination. The Court may also draw an adverse inference if a party fails to cross-examine or file responding or rebuttal evidence.

By proceeding in this hybrid manner, pre-trial discovery can be obtained and yet the need to present live witnesses at trial is usually avoided. As a result, the trial is typically heard much more quickly and less expensively as the length of the trial would be shortened greatly. Also, by converting a case and seeking summary trial, limiting an infringer’s testimony to a written record can be used strategically and effectively in many situations.

While a motion for summary trial can be brought in any case, the Court may dismiss the motion if the case would not be suitable for summary trial or if the summary trial would not assist in the efficient resolution of the action.

Streamlined pre-trial discovery

Another benefit of conducting trademark litigation in Canada is that even when pre-trial discovery is conducted, it is much more restrictive than in the United States.

For instance, the volume of information and documents exchanged between the parties is generally more limited than in US litigation because the information must be actually relevant to material facts at issue in the dispute. Further, requests for production and interrogatories as they are used in the US are not permitted in Canada.

As for the conduct of the depositions, they are again more streamlined than in the US. Once documents have been exchanged, the parties have the right to depose any adverse party. If a party is a corporation, the corporation must designate a representative to be examined on behalf of the corporation.

Importantly, in Canadian trademark disputes, other witnesses such as employees, fact witnesses and expert witnesses are not typically subject to examination before trial.

An expert court

The vast majority of trademark litigation is conducted in Canada’s Federal Court. Although its jurisdiction is not limited to IP cases, Canada’s Federal Court is extremely familiar with trademark issues and disputes. Furthermore, several judges were leading IP litigators before joining the Federal Court. And importantly, trademark cases are never heard by a jury.

Limited foreign shopping

Canada’s Federal Court is a single, unitary court. It is not divided into circuits or districts. There is therefore very limited opportunity for forum shopping in Canada. Consequently, there is usually little concern about an infringer seeking a declaratory judgment in a less favorable venue upon receiving a cease and desist letter and this issue rarely arises in Canada.



In addition to preventing infringing activity in Canada, Canadian trademark litigation can be used in many situations to exert a settlement throughout North America or internationally.

Legal fees usually recoverable

Unlike in the United States, where attorneys' fees generally are not recoverable unless specifically permitted by contract or statute, in Canada legal fees are awarded to the successful party in almost every trademark case. In an action, it is typical for a successful party to be awarded about one-third of its incurred legal fees, together with all reasonable disbursements (e.g. survey fees, expert fees). Furthermore, if the court determines that a party has engaged in improper or particularly egregious behavior in the conduct of the litigation, additional fees (including complete indemnification) can be awarded.

Also, an award of legal fees can be increased substantially if a party rejects a settlement offer that was more favorable than the judgment ultimately rendered at trial. Thus, delivery of an appropriate settlement offer at an early stage can have a significant impact in advancing settlement.

The benefit of a weakened Canadian dollar

Further enhancing the attractiveness of litigating trademark disputes in Canada is the current exchange rate. Due to a recent and rapid decline, at present, the Canadian dollar is roughly equivalent to US \$0.82.

Effective remedies

A potentially attractive feature of Canadian trademark litigation is the availability of alternate remedies to a successful brand owner.

Typically, a successful plaintiff will have a choice to elect between its own damages suffered due to the infringing activities or to seek an accounting of profits realized by the infringer. In addition, the Federal Court has jurisdiction to award punitive damages. These are aimed at punishing a party which has engaged in conduct deemed to be malicious, oppressive, high-handed or egregious.

In 2013, the Federal Court awarded default judgment to Twentieth Century Fox, including \$10,500,000 in damages, against an individual who had copied and posted episodes of *The Simpsons* and *Family Guy* on the internet. While this was a copyright case and not a trademark case, this nevertheless reflects the Court's willingness to award significant damage awards in infringement and counterfeiting matters.

In addition to other available remedies that include destruction or delivery up of all infringing goods, a successful plaintiff in a Canadian trademark trial is also normally entitled to a permanent injunction. An injunction granted by the Federal Court is typically Canada-wide in scope, and is not dependent upon the brand owner using its mark in Canada or in any particular region. It is also not necessary for a brand owner to establish that it will suffer irreparable harm if the permanent injunction is not granted.



Strategic use of Canadian trademark litigation

It is apparent that Canada is an attractive forum for trademark litigation, and that when used strategically, highly cost-effective protection can be obtained.

But, litigating trademark disputes in Canada can have benefits well beyond the border. In addition to preventing infringing activity in Canada, Canadian trademark litigation can be used in many situations to exert a settlement throughout North America or internationally.

Additionally, because of the ability to litigate trademark cases relatively quickly and cost-efficiently, Canadian trademark litigation can be used as an effective testing ground before litigating the dispute elsewhere.

SMART & BIGGAR FETHERSTONHAUGH

Barristers & Solicitors • Patent & Trademark Agents

Smart & Biggar/Fetherstonhaugh

*Address: 55 Metcalfe Street Suite 900, PO Box 2999 Station D,
Ottawa ON K1P 5Y6, Canada*

Phone: 613.232.2486

Fax: 613.232.8440

Email: ottawa@smart-biggars.ca

Website: www.smart-biggars.ca

EXHIBIT G

 FEED


 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

SIGN UP

LOG IN

Terms of Use

Effective as of March 2, 2025.

Table of Contents

1. [Use of our Services](#)
2. [Your Creator Content](#)
3. [Content Moderation and Enforcement](#)
4. [Your Rights with Respect to our Services](#)
5. [Proprietary Rights](#)
6. [Paid Services](#)
7. [Product-Specific Terms](#)
8. [Third-Party Links](#)
9. [Indemnity](#)
10. [No Warranty](#)
11. [Limitation of Liability](#)
12. [Term and Termination](#)
13. [Informal Claim Resolution](#)
14. [Arbitration Agreement](#)
15. [Acknowledgment of Image Recognition Technology](#)
16. [General](#)

We nurture creativity and turn the aspirational into the achievable. At VSCO, we believe that there's a creative spark within all of us and that everyone, at heart, is a creator. Welcome to the VSCO community!



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

These Terms of Use (“**Terms**” or “**Agreement**”) between you and Visual Supply Company (“**VSCO**”), apply to your use of any of our websites, mobile apps, products, or services, including VSCO Hub and our AI Services (our “**Services**”). These Terms apply to everyone who accesses our Services, whether as registered users or guests (each a “**Creator**” or “**you**”). Additionally, if you use VSCO Hub, the [VSCO Hub Agreement](#) applies to you.

We’ve removed legal language where possible to make it easier for you to understand your rights and obligations regarding our Services. Since these Terms (which include our [Community Guidelines](#)) form a binding legal agreement between us, we included certain legal language where necessary. Please read these Terms carefully.

By using our Services, you agree to:

- Follow the [Community Guidelines](#) at all times while accessing or using our Services, including your use of any AI Services (defined below); and
- Our collection and use of personal data as described in our [Privacy Policy](#).

If you do not agree to these Terms, then you can choose to not use our Services.

We respect and value the intellectual property rights of others and comply with the Digital Millennium Copyright Act of 1998 (“**DMCA**”). You can notify us and request removal of your copyright protected work through the form provided in our [DMCA Policy](#), which is incorporated into these Terms.

Arbitration Notice: These Terms describe how disputes between you and VSCO will be resolved. With limited exceptions, disputes must first be resolved through an informal claims resolution process. If disputes are not resolved through this process, they



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

will be submitted to binding and final arbitration. You may pursue claims and seek relief against us only on an individual basis and not as a representative plaintiff or class member. You also waive your right to resolve claims in court proceedings and to a jury trial, except in specific cases. You may opt out of this Arbitration Agreement as further explained in Section 13.

1. USE OF OUR SERVICES

There are some ground rules you must follow that are intended to protect the VSCO community.

Service Rules. Be reasonable and responsible. Don't do anything that is illegal or could harm our Creators, VSCO, our Services, or any user of our Services. When using our Services, you are responsible for your interactions with others. For example, don't do the following while using our Services:

- Harm others (including impersonating or violating another's rights or collecting anyone else's personal information; or sending spam or other unsolicited communications);
- Use, copy, make derivatives of, distribute, or exploit our Services or any content available through our Services for any unauthorized purpose (including "scraping" information or content; decompiling or reverse engineering our Services; framing, hotlinking, or using similar techniques to include VSCO Marks (defined below), our Services, or any other person's Content (defined below); training artificial intelligence ("AI") models on our content or Content without VSCO's prior written consent; uploading content you receive through our Services (including another person's Content) into any AI tools (including generative AI), bots, software, or other external applications; or otherwise hosting our Services or any other person's Content on another site, in each case, other than your own and without VSCO's prior written consent);



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

- Attempt any technological attack (including accessing information regarding our Services' underlying infrastructure; causing a large load on our infrastructure, such as through "robots," "spiders," and other automated systems; interfering with our Services; bypassing measures we use to restrict access to our Services; accessing or deciphering any unauthorized content or transmissions; or uploading viruses, worms, or other harmful agents); or
- Use our Services for any purpose that is fraudulent or prohibited by these Terms or any laws.

Eligibility. You must be at least 13 years old to use our Services (or an older minimum age for specific Services as we identify) and legally agree to and comply with these Terms.

VSCO Account. To access certain Services, you'll need to create your own VSCO account ("**Account**"). You can customize your Creator profile and your interactions with our Services on your "Account Settings" page. Your Account information should be kept up-to-date and accurate. You may not share your Account with another person or use another person's Account.

Account Ownership. Aside from the rights you have in your Content as described below, your Account, including any sites or URLs you create through VSCO, is owned by VSCO, which means you have no ownership or other rights in or to your Account.

Third-Party Accounts. You may be able to register your Account using a valid third-party account (a "**Third-Party Account**") through a social sign-on option and by providing us access to such Third-Party Account. If a Third-Party Account or associated service becomes unavailable, or our access is terminated by you or the third-party service provider, then your Account and your content in such Third-Party Account will no longer be available through our Services. We aren't responsible for any content or



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

personal information such third-parties may provide us that is in violation of your privacy settings for such accounts.

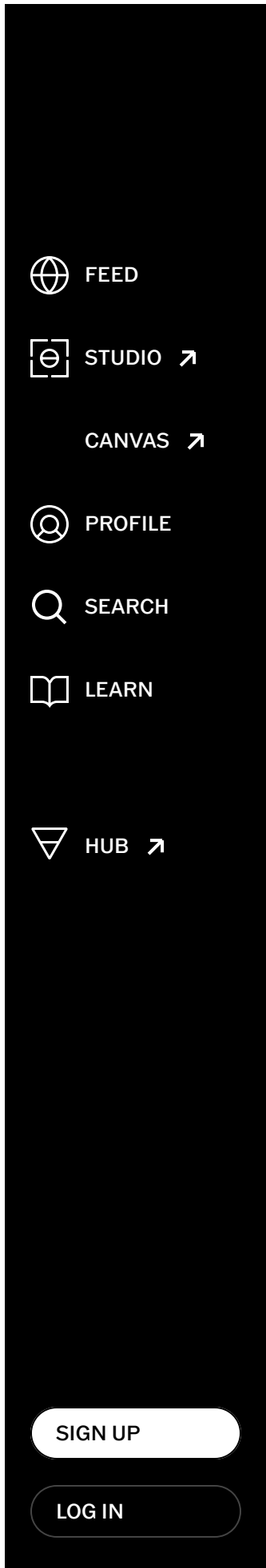
Interactions with Other Creators and Their Creator Content. You are solely responsible for your interactions with other Creators and Content. We aren't liable for interactions between you and other Creators or their Content.

Changes to Our Services. We reserve the right to change our Services, including the availability of certain features and the pricing for our Services, at any time and at our sole discretion.

2. YOUR CONTENT

We are a Creator-centric platform, and we respect Creator's rights to the Content you and others create. These Terms provide us certain license rights to the Content you create, post, or distribute on our Services so that we can provide and promote our Services and business(for example, feature your Content on our website, VSCO Collection, VSCO Challenges, or share on our social channels) to you and others. You are responsible for your Content and actions on our Services. Be respectful and responsible in accordance with our [Community Guidelines](#).

Creator Content. Our Services allow you to post, publish, submit, upload, share, or otherwise make available on our Services content, such as profile pictures, images, music, videos, comments, questions, messages, designs, and works of authorship, and you may also provide similar content as a part of our promotions that feature Creators (all of which we refer to as "**Creator Content**"). You own your Creator Content that you post on our platform. The ownership and licensing of your Creator Content that you create pursuant to a transaction with a VSCO Hub Customer (defined below) will be determined by your own separate agreement with any VSCO Hub Customer..



AI Prompts and Outputs. Our Services may contain features that utilize AI and deep learning platforms, algorithms, tools, and models (our “**AI Services**”) to generate outputs (“**Outputs**”) based on the content, prompts, and other inputs you submit to it (collectively, “**Prompts**” and together with “Outputs,” “**AI Content**”). As between you and VSCO, to the extent permitted by law, you own your AI Content. You are solely responsible for all Prompts that you make available through or to our AI Services and for following any applicable policies with respect to such Prompts. You represent that you own or have sufficient rights to provide us with such Prompts for use in accordance with these Terms. The AI Services we provide may include tools, services, platforms, models, or functionality provided by third parties (“**Third Party Services**” and such parties, “**Third Party Providers**”). VSCO does not have responsibility or liability for any acts or omissions of any Third Party Providers or for any Third Party Services.

License You Grant to Us. By using our Services, you grant us a royalty-free, sublicensable, non-exclusive, perpetual, irrevocable, worldwide license to use, reproduce, distribute, publicly perform, publicly display, and make derivative works of your Creator Content and AI Content (collectively, “**Content**”), including the name, image, voice, or likeness of any individual included in your Content, in whole or in part, and in any form, media or technology, whether now known or developed in the future. This license includes the right to use certain Content for Creator Promotion (defined below) and to develop, train, and improve AI or machine learning models as further described in our [Creator Content Standards](#). By submitting your Content to any part of our Services, you consent to us identifying you by your VSCO username (which may be a pseudonym) in connection with your Content. You waive any moral or other author’s rights you may have in connection with any of these uses of your Content.

Creator Promotion. If you participate in our programs involving the promotion or featuring of Creators (all of which, we refer to as “**Creator Promotion**”), you grant us the right and license to use the



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

trade names, trademarks, service marks, publicity rights, privacy rights, persona, performance, recordings, biographical information, indicia of identity, and logos associated with you, as well as any of your Creator Content, in connection with our Creator Promotion.

License Grant to Other Creators. You grant each Creator a non-exclusive license to access your Content through our Services and to use, reproduce, distribute, display, make derivative works of, and perform such Content as permitted by our Services and this Agreement, solely for non-commercial purposes and solely in connection with such Creator's use of our Services. You are not granted any rights to use another Creator's Content without attribution, for commercial purposes without prior written authorization or consent, or to distribute or scrape Content in violation of these Terms or our [Community Guidelines](#).

Anti-Piracy Enforcement. VSCO strives to be a place where creativity flourishes. To that end, we're committed to protecting the intellectual property of VSCO and our Creators. To enable this protection, you authorize VSCO and our anti-piracy service providers (such as law firms) as your agents for the purpose of enforcing your intellectual property rights in your Content. You grant VSCO and our anti-piracy service providers authority to send or file notices on your behalf to enforce your intellectual property rights in your Content. However, you understand that we aren't obligated to take such action.

No Storage. We aren't obligated to store any of your Content posted to our Services and may permanently delete your Account or your Content in accordance with our general business practices.

3. CONTENT MODERATION AND ENFORCEMENT

Community Guidelines. Follow our [Community Guidelines](#) at all times. If you post, share, or distribute your Content or take any action using our Services that violates our guidelines, your Account



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

may be suspended, or your Content may be deleted. We have the right to remove any Content that we believe, in our discretion, violates these Terms or our [Community Guidelines](#) or is otherwise inappropriate for our Services. In some cases, we also have an obligation to report any content or conduct that is illegal to the appropriate authorities.

Rights and Permissions. If you post, share, or distribute any Content, you represent and warrant that you have all necessary rights and permissions in your Content for it to be used in accordance with these Terms without violating the rights of others. All Content is subject to our [DMCA Policy](#).

Responsibility for Your Content. You are solely responsible for your Content and any issues that may result from your posting of your Content. You acknowledge that certain Content you post on our Services is generally made public and can be seen and used by us and others, unless otherwise allowed by our Services and these Terms.

Content Moderation. We support the freedom of our Creators to express themselves, and as a result, do not conduct generalized monitoring of all Content. However, we may use tools to proactively detect certain content. For example, we use classifiers to proactively detect illegal content and content that violates these Terms and our [Community Guidelines](#). Creators can report Content posted by other Creators. Please see our [Safety Center](#) for more information on our reporting and enforcement process.

Recommender Systems. We use recommender systems to support your creative journey and help you build your community. For example, we present Content that we think you would be inspired by, recommend presets and other editing tools for a specific piece of Content, and suggest Creators and Content for VSCO Hub Customers. This [article](#) on “How VSCO's Search and Recommender Systems Work” contains more details about these recommender systems.



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

Suspensions. If we suspend your Account due to a violation of these Terms, including our [Community Guidelines](#), this action will be permanent, unless and until you make a successful appeal.

4. YOUR RIGHTS WITH RESPECT TO OUR SERVICES

You have a limited right to use our Services. From time to time, we may also give you access to Beta Services.

VSCO Services. Subject to these Terms, we grant you a non-exclusive, limited, non-transferable, freely revocable license to use our Services on your devices for your personal and internal use only as intended and as allowed by our Services. To use our websites or mobile apps, you must have a compatible device. We may, from time to time, require you to upgrade your version of our mobile app. In all instances, we (or our third-party partners) keep all right, title, and interest in our websites and mobile apps (including all copies).

Beta Services. We may offer certain Services that allow you to access and use certain features, technologies, or services that are not yet commercially released, including demonstrations and previews of pre-alpha, alpha, or beta products (collectively, our “**Beta Services**”). You have a limited license to use any Beta Services we make available to you, which will automatically terminate upon the release of a generally commercially available version of the Beta Services (“**Beta Period**”). We may revoke or modify access to any Beta Services at any time for any reason. Our Beta Services (including any information or data about or relating to them), and your feedback is our confidential information (our “**Beta Confidential Information**”). If you use any of our Beta Services, you agree: (a) to keep all Beta Confidential Information strictly confidential; (b) not to use any such information for your own use or for any purpose outside of those allowed by us; and (c) to promptly delete and destroy all such information, upon our request or upon expiration of any Beta Period.



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

5. VSCO'S PROPRIETARY RIGHTS

We own rights in and to all of our VSCO Property and VSCO Marks. Do not use these without our prior written permission. Also, if you give us ideas related to our Services or business, you grant us the right to use them, including incorporating them into our Services and business.

VSCO Property. Visual Supply Company, VSCO, and all related graphics, logos, service marks and trade names used on or in connection with our Services (“**VSCO Marks**”) are our trademarks. Except for Content, our Services and all associated materials and intellectual property rights, including software, images, text, photos, audio, videos, music and VSCO Marks (“**VSCO Property**”) are our (or our licensors’) exclusive property. To be clear, other Creators own their own Content, and you own your Content. Except for the specific licenses we grant you under these Terms, we are not providing or granting you licenses to any intellectual property rights. Use of VSCO Property for any purpose not specifically allowed by these Terms is strictly prohibited.

Feedback. You may choose to, or we may invite you to submit feedback, comments, suggestions, or improvements about us, our Services, our Beta Services, or our other products or services (“**Feedback**”). If you choose to provide Feedback, you grant us a royalty-free, sublicensable, non-exclusive, perpetual, irrevocable worldwide license to use or otherwise legally use, modify, and distribute any Feedback as we determine without restriction.

6. PAID SERVICES

Certain products or services offered on or through our Services, such as presets, features, and storage of Content, may be provided for a fee or other charge, such as a VSCO membership (each a “**Paid Service**”). If you purchase a Paid Service that is a



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

subscription (a “**Subscription**”), it will automatically renew until you cancel it.

Fees. You agree to pay all fees or charges to your Account according to the billing terms in effect at the time a fee or charge is due. You may download or purchase our Services from an approved third-party mobile app store or website (“**App Marketplace**”). We may add new products and services for additional fees or change fees for existing products and services at our discretion. Any changes to our prices and billing methods will be effective immediately upon posting of a notice on our Services or by email delivery to you. Any increased fees for existing Subscriptions will apply only to future charges beginning on your next billing period.

Payment. You may need to provide us, our third-party payment service provider, or an App Marketplace with valid credit card information or other permitted payment method (“**Payment Information**”). You authorize us, our third-party payment service provider, or the App Marketplace to charge your Payment Information for all amounts due and payable for the products and services you purchase from us. All financial transactions processed by our third-party payment service provider or by the App Marketplace will be subject to their respective terms and conditions. We aren’t responsible in any event for the actions or inactions of the App Marketplace or any third-party payment service provider. Any billing and fee disputes may require resolution between you and the App Marketplace or applicable third party directly. Upon your Subscription renewal, if we, our payment processor, or the relevant App Marketplace do not receive payment via your Payment Information, you agree to pay all amounts due on your Account upon request. We or the App Marketplace may either cancel or suspend your Subscription and continue to attempt to charge your Payment Information until payment is processed.

Automatic Subscription Renewals. Subscription fees will be billed by us or the App Marketplace at the start of your Subscription or at the end of any free trial period (as applicable), and your



FEED

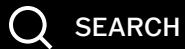


STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

Subscription will renew in accordance with the Subscription terms you selected at purchase. The timing of billing may change at any time. **After your initial or subsequent Subscription period, your Subscription will automatically renew on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional similar period at our then-current price. Your Account will continue to be charged for automatic renewals (even if you terminate your Account), unless you cancel your Subscription prior to the Renewal Commencement Date.**

Canceling Your Subscription. You can cancel your Subscription or opt out of any auto-renewal of your Subscription at any time in the manner described at the link [here](#). Cancellation of your Subscription will be effective at the end of your then-current Subscription term, and your Subscription will not be renewed after your then-current Subscription term. You will not be eligible for a refund for any prorated fees you paid for the then-current Subscription term. We do not control and are unable to provide refunds for Subscriptions purchased through App Marketplaces.

Free Trials. Certain Subscription offers may include a free trial prior to processing any charges. We will communicate the trial period to you via our Services. If you decide to cancel your Subscription before we attempt to charge your authorized payment method, you must cancel your Subscription before the free trial ends. If you do not cancel before this time, you are responsible for payment for the full Subscription period.

Monetization Features. From time to time, our Services may provide monetization products or features, including products or features that enable eligible Creators to exchange payments with others on our platform, allow Creators or third parties to engage Creators for creative services, or enable Creators to license their Creator Content to third parties. These features, their usage, and the payment and receipt of such amounts will be governed by any supplemental terms that we update or provide from time to time. Any compensation for your activities on VSCO Hub will be solely



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

determined between you and any VSCO Hub Customer with whom you enter into an agreement.

Taxes. We or the App Marketplace, may charge you, and you agree to pay, for any fees and applicable taxes related to your Account or your use of our Services. If we determine we have a legal obligation to collect applicable taxes from you, we will collect them in addition to your payment for any Paid Services. Additionally, you are solely responsible for paying all taxes that may apply to you resulting from any transactions between you and any VSCO Hub Customer.

7. PRODUCT-SPECIFIC TERMS

VSCO Hub. By participating in VSCO Hub, you will be included in our search results shared with individuals, businesses, or organizations (“**VSCO Hub Customers**”) interested in hiring or commissioning a Creator or licensing Creator Content. VSCO Hub Customers may reach out to you for business opportunities. You are solely responsible for your interactions and transactions with VSCO Hub Customers, and we aren’t liable for your conduct or the conduct of any VSCO Hub Customer. We do not negotiate, enforce, mediate, or otherwise participate in any agreement between you and a VSCO Hub Customer and are not responsible for any disputes between you and a VSCO Hub Customer.

VSCO Hub Brand Challenges. We collaborate with brand partners from time to time on certain brand challenges (“**Brand Challenges**”). Brand Challenges allow Creators to submit Creator Content in response to a prompt published by VSCO or our partners with the opportunity to be selected and receive payment from the partner for the use of Creator Content. If you are selected for a Brand Challenge, then, in order to remain eligible, you will need to sign any agreements requested by VSCO to grant a license to the participating brand for use of your Creator Content. Brand Challenges are subject to these Terms, the [Community Guidelines](#), and additional rules, as applicable.



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

User Research Participation. If you choose to participate in voluntary research discussions, you agree to keep all information about VSCO (such as our future product plans) that you may receive in connection with any research discussion strictly confidential and, if asked, to return or delete all such confidential information. We may record you during research discussions to save time and better understand your Feedback. You give us consent to record your image, voice, likeness and activities during research discussions through photographs, videos, audio recordings, written notes, or any other method. You agree that VSCO exclusively owns such recordings and is free to use them for research, development, or other similar purposes without restriction.

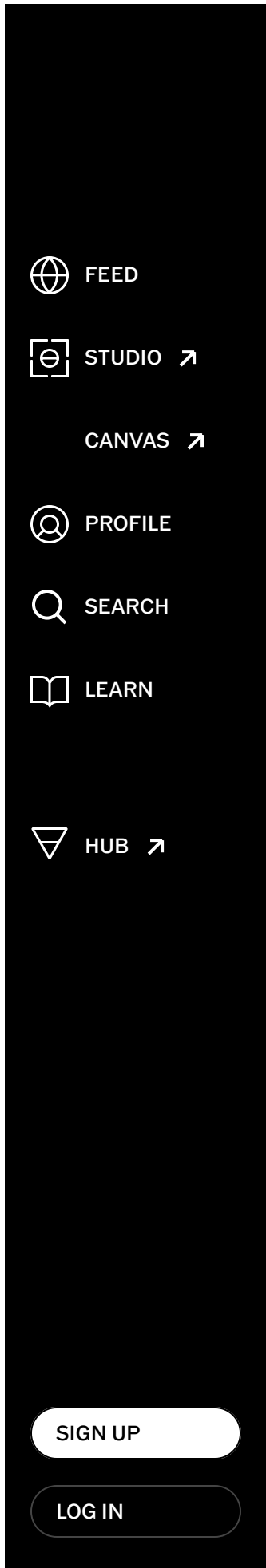
8. THIRD-PARTY LINKS

From time to time, we, or other Creators, may include third-party links or integrations on our Services, or provide plug-ins from third-party services that link back to our Services (“**Third-Party Links**”). We do not control and are not responsible for third-party products, services, or content made accessible via those Third-Party Links. By accessing any such Third-Party Links, you agree to be bound by such third party’s terms and conditions. Find more information about our Product Partnerships [here](#).

9. INDEMNITY

You are responsible for all your activities while using our Services, including what you copy, share, upload, download, attach, send, receive, and record and any harmful or unlawful content or conduct. You will also be liable for any related costs, damages, or other effects.

You agree to defend, indemnify, and hold us, our subsidiaries and other affiliated companies, and our respective subsidiaries, employees, contractors, agents, officers, and directors harmless



from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorney’s fees) arising from: (a) your use of and access to our Services; (b) your violation of this Agreement or our [Community Guidelines](#); (c) any damage or violation of any third-party right, including rights of publicity, privacy, or intellectual property right caused by you or your Content; (d) your violation of any applicable law, rule, or regulation; (e) your use of or access to any Third-Party Links or your dealings with such third parties; or (f) your interactions with a VSCO Hub Customer.

10. NO WARRANTY

Our Services (including Beta Services) are provided to you on an “as is” and “as available” basis, and they may be interrupted or unavailable at times.

You expressly understand and agree that to the extent permitted by law, your use of our Services is at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from us or through our Services will create any warranty not expressly stated in these Terms.

Without limiting the foregoing, we (including our subsidiaries and licensors) do not warrant that any VSCO Property, our Services, or content is accurate, reliable, or correct; that our Services will meet your requirements or will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that our Services are free of viruses or other harmful components. We do not guarantee any results from your use of the Services. You assume the risk for any content you obtain through our Services.



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

Without limiting the disclaimers set forth in these terms, you acknowledge that any Outputs are based on your Prompts, and that we have no control over any such Prompts. Accordingly, all Outputs are provided “as is” and with “all faults.” We make no representations or warranties of any kind or nature with respect to any Prompts or Outputs, including any warranties of accuracy, completeness, truthfulness, timeliness, or suitability. You assume the risks associated with your use of our AI Services and any Outputs and are responsible for reviewing any Outputs and exercising your judgment as to its suitability. We do not guarantee that your use of our AI Services or Output will comply with applicable laws and regulations or that future laws and regulations will not impact your use thereof. You are solely responsible for ensuring that your use of our AI Services and any Output complies with all applicable laws.

11. LIMITATION OF LIABILITY

We are responsible only to the limited extent specifically stated in these Terms for any damages that occur from your use of our Services.

Exclusion of Liability. In no event will we (including our affiliates, agents, directors, employees, suppliers, or licensors) be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages relating to these Terms or from our Services, including damages for loss of profits, lost business opportunities, reputation, loss of data, or any theory of liability.

Limitation on Damages. In no event will we (including our affiliates, agents, directors, employees, suppliers, or licensors) be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding amounts you paid to us during the 12 months preceding the events giving rise to the claim or US \$100.00, whichever is greater.



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

Basis of the Bargain. The limitations of damages set forth above are fundamental elements of the basis of the bargain between you and VSCO. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction.

12. TERM AND TERMINATION

You can terminate your Account whenever you choose. We may terminate your Account at any time for any reason. Termination of your Account does not cancel your Subscription. If your Account is terminated by you or by us, you must separately terminate your Subscription in the manner described [here](#).

Term. These Terms apply beginning on the date you first used our Services or the date you accepted these Terms, whichever came first, and will continue to apply until terminated.

Termination of Services by VSCO. We may terminate this Agreement or your ability to access or use any or all of our Services at any time for any reason, including if payment cannot be charged to your Payment Information for any reason, if you have violated these Terms or if we are legally required to do so. You will not be entitled to a refund if we terminate your Account or your access to our Services due to your violation of these Terms.

Termination by You. If you want to terminate this Agreement, you can do so by [deleting your Account](#) and [terminating all your Subscriptions](#).

Survival. All provisions of this Agreement that need to continue will continue following the termination of this Agreement, including ownership provisions, warranty disclaimers, arbitration and governing law, and limitations of liability.



FEED

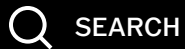


STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

13. INFORMAL CLAIM RESOLUTION

Informal Claim Resolution First. VSCO is committed to creating a Creator-first experience. We want to work with you to resolve any disputes relating to these Terms or our Services informally. Before pursuing formal resolution of any dispute, you agree to give us an opportunity to resolve any disputes by contacting “VSCO Legal Department: Claims Resolution,” by mail to 548 Market Street, Suite 92958, San Francisco, California 94104-5401, with a copy to disputes@vSCO.co. You must include information about the nature of your claim, the amount involved, if any, and the remedies you are seeking. We both agree to use good faith and reasonable commercial efforts to resolve any such claims. If the dispute is not resolved within 60 days from the date we receive your notice, you may seek relief through binding arbitration.

14. ARBITRATION AGREEMENT

Please read the following arbitration agreement (“Arbitration Agreement”) carefully. This section provides that you and VSCO agree to resolve all disputes between us through binding arbitration and includes a class action and jury waiver. This Arbitration Agreement supersedes all prior versions.

Arbitration Notice and Agreement. This Arbitration Agreement requires you to arbitrate disputes between you and VSCO, which means you will only be able to pursue claims and seek relief against us on an individual basis through arbitration. You are also waiving your right to seek relief in a court of law and to have a jury trial. This Arbitration Agreement will continue to apply even if you delete, or we suspend or terminate, your Account.

Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of our Services, to any products sold or distributed through our Services, or to any aspect of your relationship with us,



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

will be resolved by binding arbitration, rather than in court, except that you and VSCO can seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade secrets, copyrights, and patents), any illegal or intentional act affecting the accessibility, functionality, or the security of our Services, or any illegal or intentional act against your interests or VSCO's general business interests. **This Arbitration Agreement applies, without limitation, to all disputes or claims and requests for relief that originated before the effective date of this Agreement or any prior version of this Agreement. You agree to this Arbitration Agreement as a condition of your use (or continued use) of our Services every time it is changed or updated.**

Arbitration Rules and Forum. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) (“FAA”), including its procedural provisions, in all respects, applies to the interpretation and enforcement of this Arbitration Agreement. The following rules and procedures shall apply to any arbitration proceeding brought under these Terms:

- Arbitrations will be administrated by NAM in accordance with their Comprehensive Dispute Resolution Rules and Procedures available at <https://www.namadr.com/resources/rules-fees-forms/>, except as modified by these Terms.
- The arbitration will be conducted by a professional arbitrator(s) with substantial experience in resolving commercial disputes. The arbitrator will be selected pursuant to NAM's standard process as described in NAM's Comprehensive Dispute Resolution Rules and Procedures.
- If a claim seeks equitable relief (including injunctive relief), the parties agree to bifurcate the proceeding and that the arbitrator has the authority to rule on liability first, before conducting any proceedings (including discovery) related to the appropriate relief.



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

- The arbitration will occur through the submission of documents to one arbitrator. If the arbitrator determines that a hearing is necessary, the hearing will be conducted remotely by telephone or videoconference. If the arbitrator determines that an in-person hearing is necessary, the hearing will take place in a county in the U.S. where you reside or a mutually agreed upon location.
- Unless required by applicable law, the arbitration proceeding and all records pertaining to it, including but not limited to any documents prepared or produced in connection with the proceeding, the hearing, and/or the arbitration award, will be confidential and will not be disclosed to any third party, except to obtain court confirmation of any arbitration award as needed.

Any judgment not satisfied on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Initiating an Arbitration Claim. To begin an arbitration proceeding after complying with the informal dispute resolutions provided above, you must send a Demand for Arbitration, including a copy of these Terms and a description of your dispute to National Arbitration and Mediation at 990 Stewart Avenue, First Floor, Garden City, NY 11530 (“**NAM**”), with copies to (a) VSCO at disputes@vSCO.co, and (b) our registered agent at CT Corp, 1209 Orange Street, Wilmington, Delaware, 19801. You must also provide a certification that you have complied with the informal dispute resolution provided above, signed by you and counsel who is representing you in the matter.

Arbitration Fees. If VSCO is initiating an arbitration against you, VSCO will pay all costs associated with the arbitration, including the entire filing fee. If you are initiating an arbitration against VSCO, you will be responsible for the nonrefundable initial filing fee. If, however, the amount of the initial filing fee is more than you would have to pay to file a complaint in the United States District



FEED

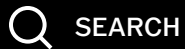


STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

Court for the Northern District of California (or, for cases where that court would lack original jurisdiction, the California Superior Court, County of San Francisco), VSCO will pay the difference between the initial filing fee and the amount you would have to pay to file a complaint in court. VSCO will pay both parties' administrative fee. NAM's fees are available at

<https://www.namadr.com/resources/rules-fees-forms/>.

Authority of Arbitrator. The NAM arbitrator(s) will have exclusive authority to: (a) determine the scope and enforceability of this Arbitration Agreement; and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. The arbitration proceeding will decide each of your and VSCO's rights and liabilities, if any. The arbitrator will have the authority to grant motions resolving any claim, to award monetary damages, and to grant any non-monetary remedy or relief available under applicable law, the arbitral forum's rules, and this Agreement, including injunctive relief. The arbitrator will issue a written award and decision describing the essential findings and conclusions underlying any award, including the calculation of any damages. The award of the arbitrator is final and binding upon both you and VSCO.

Waiver of Jury Trial. You and VSCO both waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury, with the exceptions stated in this Arbitration Agreement. If for any reason a dispute proceeds in court rather than in arbitration, you and VSCO each waive any right to a jury trial. An arbitrator can award the same damages and relief as a court and follow our Arbitration Agreement as a court would.

Waiver of Class or Other Non-Individualized Relief. All disputes, claims, and requests for relief within the scope of this Arbitration Agreement must be arbitrated on an individual basis and not on a class or collective basis. Only individual relief is available. Claims of more than one Creator cannot be arbitrated or consolidated with those of another Creator. If the arbitrator issues a decision that



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

enforcement of these provisions is not applicable to a specific dispute, claim or request for relief, then only those specific issues will be removed and brought into the state or federal courts of the State of California.

Batch Arbitrations. If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar disputes, then you and VSCO agree that NAM will administer them in batches of up to 50 claimants each (each a “**Batched Claim**”), unless there are less than 50 claimants in total or after batching, which will comprise a single Batched Claim. NAM will administer each Batched Claim as a single arbitration with one arbitrator, one set of administrative fees, one hearing held by videoconference or in a location decided by the arbitrator (if applicable), and one final award for each Batched Claim. If any part of this section is found to be invalid or unenforceable as to a particular claimant or Batched Claim, it will be severed and arbitrated in individual proceedings. This provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances.

Modification. Notwithstanding anything contrary in these Terms, we agree that if we make any material change to this Arbitration Agreement, we will notify you. Your continued use of our Services, including the acceptance of the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to opt-out@vSCO.co, within 30 days after you create your Account or continue using your Account after receiving notice of this Arbitration Agreement. Maintaining your Account requires you to read and accept these Terms and this Arbitration Agreement. Your notice must include your name and address, your VSCO username (if any), the email address used to



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

set up your Account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement has no effect on any other agreements that you currently have with us, including the rest of these Terms, or may enter in the future with us.

15. ACKNOWLEDGMENT OF IMAGE RECOGNITION TECHNOLOGY

As a part of our Services, we may incorporate computer vision technology that is used for image tagging, enhanced editing, and for providing a more customized experience. This technology does not include, generate, or otherwise process biometric identifiers or biometric information.

16. GENERAL

This section provides important legal information that you should review, including your agreement to receive electronic communications from us.

Assignment. You may not transfer or assign this Agreement, including any rights or licenses granted to you by these Terms. We may assign or transfer this Agreement without restriction.

Changes to the Agreement. These terms are subject to change at any time. If we make material changes to these Terms, we will provide a copy of the updated terms on our Services. Any changes will be effective immediately for new Creators and effective for continuing Creators upon the earliest of: (a) 30 days after posting notice of such changes on our Services; (b) 30 days after dispatch of an email notice or notice delivered through an in-app modal of such changes to you; or (c) your consent to the updated Terms, if applicable.



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

Your continued use of our Services indicates your acceptance of any changes. If you do not agree to any changes after receiving a notice, cease use of our Services, close your Account, and cancel your Subscriptions. Please regularly check our Services to view the then-current terms.

Electronic Communications. By using our Services, you agree to receive communications from us or our affiliated companies, including via electronic means. Texts, calls or other messages may be generated by automatic telephone dialing systems. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. You consent to receive communications from VSCO in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications, such as messages delivered through in-app modals that VSCO provides to you electronically satisfy any legal requirement that we are communicating to you in writing. The foregoing does not affect your statutory rights. **If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the Unsubscribe options in any promotional email.**

Limitation Period. You and VSCO both agree that any cause of action arising out of or related to these Terms, our Services or any content must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Governing Law and Venue. These Terms and any related action will be governed and interpreted by and under the laws of the State of California, consistent with the FAA, other than conflict of laws principles. To the extent you and VSCO are permitted to initiate litigation in a court, you and VSCO both agree that all claims and disputes between you and VSCO will be litigated exclusively in the state or federal courts located in San Francisco County, California.

Language. These Terms were originally written in English and are to be governed and interpreted in the English language. In the



FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

event of a conflict between the English version of these Terms and a version of these Terms translated into another language, the English version will prevail.

Notice. If we require that you provide an email address, you must provide us with your most current email address. If the last email address you provided to us is invalid or is unable to receive our notices, our notice is effective upon dispatch. You can give us notice at the following address: 548 Market Street, Suite 92958, San Francisco, California 94104-5401, Attn: VSCO Legal Department. Notice is effective upon our receipt of delivery by a nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

Trade Controls. You understand and acknowledge that our Services are subject to various U.S. laws and regulations pertaining to sanctions and export controls (“**Trade Controls**”). Your activities involving our Services must be in compliance with applicable Trade Controls. Unless authorized by Trade Controls, you must not directly or indirectly provide or make our Services available to: (a) persons located in countries or territories that are subject to comprehensive sanctions (presently, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People’s Republic, and Luhansk People’s Republic in Ukraine; each an “**Embargoed Region**”); (b) persons that are prohibited under Trade Controls from receiving our Services (each a “**Sanctioned Person**”); or (c) for unauthorized end-uses. You represent and warrant that you are not located in an Embargoed Region and are not a Sanctioned Person. You agree to promptly inform us if any of the foregoing representations ceases to be true. You understand and acknowledge that we have the right to terminate this Agreement, which includes suspension of your Account, effective immediately in the event that you violate these Terms, become a person we’re prohibited from dealing with pursuant to Trade Controls, or as required to ensure our compliance with applicable Trade Controls.



FEED

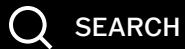


STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

Entire Agreement; Severability. These Terms, together with any amendments and any additional agreements you may enter into with us in connection with our Services, serve as the entire agreement between you and VSCO relating to our Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the remaining valid provisions will be in full force and effect.

No Waiver. No waiver of any term of this Agreement or failure to assert a right or provision will constitute a future or ongoing waiver of such term (or any other term) or such right or provision.

App Stores. If you download and access our Services through the Apple App Store (an “**App Store Sourced Software**”), you will use only the App Store Sourced Software (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system), and (b) as permitted by the “Usage Rules” set forth in the Apple Media Services Terms of Service. If you download and access our Services from the Google Play store (a “**Google Play Sourced Application**”), you may have additional license rights on a shared basis within your designated family group. The availability of our Services are dependent on the App Marketplace from which you received a software license, e.g. the Apple App Store or Google Play. You acknowledge that the applicable App Marketplace has no responsibility for furnishing any maintenance and support services with respect to our Services, nor for addressing any claims by you or any third-party relating to the Services, or your possession or use of our Services.

You agree to comply at all times with all terms required by the applicable App Marketplace when using any of our Services, including our mobile app. You acknowledge that the applicable App Marketplace (and its subsidiaries) are third-party beneficiaries of this Agreement.




 FEED

 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

TRY FOR FREE

DOWNLOAD NOW

COMPANY

About VSCO

Products

Plans

Careers

Press

FEATURES

What's New

Photo Editor

Mobile App

Photo Filters

Creative Community

VSCO Hub

VSCO Canvas

SIGN UP

LOG IN



VSCO

COMMUNITY

Photographer Stories

Learn

Guidelines

Safety

Support

Forum



FEED



STUDIO ↗



CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

GUIDES

Photography Basics

Photography Tips and Techniques

Photography Guides

Curated Photo Collections

Photography Business

Terms of Use

VSCO Hub Agreement

Privacy Policy

Cookie Settings

SIGN UP

LOG IN

Copyright 2025 VSCO. All rights reserved.

EXHIBIT H

Terms of Use

Effective as of July 10, 2024.

Please click [here](#) to view the previous version of our Terms of Use.

Table of Contents

1. [Use of our Services](#)
2. [Your Creator Content](#)
3. [Content Moderation and Enforcement](#)
4. [Your Rights with Respect to our Services](#)
5. [Proprietary Rights](#)
6. [Paid Services](#)
7. [Third-Party Links](#)
8. [Indemnity](#)
9. [No Warranty](#)
10. [Limitation of Liability](#)
11. [Term and Termination](#)
12. [Informal Claim Resolution](#)
13. [Arbitration Agreement](#)
14. [Acknowledgment of Image Recognition Technology](#)
15. [General](#)

We nurture creative experimentation and turn the aspirational into the achievable. At VSCO, we believe that there's a creative spark within all of us and that everyone, at heart, is a creator. Welcome to the VSCO community!

These Terms of Use (“**Terms**” or “**Agreement**”) apply to your use of any of our websites, mobile apps, products, or services, including VSCO Hub (our “**Services**”). These Terms apply to anyone who accesses our Services, whether as registered users or guests (each a “**Creator**” or “**you**”), and is an agreement between you and Visual Supply Company (“**VSCO**”).

We’ve removed as much legal language as possible to make it easier for you to understand your rights and obligations regarding our Services. Since these Terms (which include our [Community Guidelines](#)) form a binding legal agreement between you and VSCO, however, we included necessary legal language in certain provisions. Please read these Terms carefully.

By using our Services, you agree:

- to follow the [Community Guidelines](#) at all times while accessing or using our Services;
- that we have the sole discretion to investigate and determine whether someone has violated our [Community Guidelines](#) and to what extent we enforce our [Community Guidelines](#), including when to terminate Creators’ VSCO accounts and remove Creator Content (defined below); and
- to our collection and use of personal data as described in our [Privacy Policy](#).

We respect and value the intellectual property rights of others and comply to the fullest extent with the Digital Millennium Copyright Act of 1998 (“**DMCA**”). You can notify us and request removal of your copyright protected work via the form provided in our [DMCA Policy](#) (incorporated into these Terms).

Subscription Notice: If you purchase a Subscription, your Subscription will continue for the time period you selected at purchase. Your Subscription will automatically renew for similar time periods at our then-current fees, unless you decide not to

renew. If you terminate your VSCO account, this will not automatically cancel your Subscription. You can cancel your Subscription or opt out of any renewal by following the steps described here and in our [Help Center](#).

Arbitration Notice: These Terms describe how disputes between you and VSCO will be resolved. With limited exceptions, disputes must first be resolved through an informal claims resolution process as described in Section 13 below. If disputes are not resolved through such informal process, they must be submitted to binding and final arbitration. You may pursue claims and seek relief against us only on an individual basis, and not as a representative plaintiff or class member in any class action. You also waive your right to resolve claims in court proceedings and to a jury trial, except in specific cases. You may opt out of the Arbitration Agreement as explained below in more detail.

1. USE OF OUR SERVICES

There are some ground rules you must follow that are intended to protect the VSCO community. If you do not agree to these Terms, then you can choose to not use our Services.

Service Rules. Be reasonable and responsible. Don't do anything that is illegal or could harm our Creators, VSCO, our Services, or any user of our Services.. When using our Services, you are responsible for your interactions with others. For example, don't do the following while using our Services:

- Harm others (including impersonating or violating another's rights or collecting anyone else's personal information; sending spam, chain letters, or other unsolicited communications);
- Use, copy, make derivatives of, distribute or exploit our Services or any content available through our Services for any commercial or competitive purpose (including "scraping" information or content; decompiling or reverse engineering our

Services; framing, hotlinking, or using similar techniques to include VSCO Marks, our Services or Creator Content; training artificial intelligence models on our content or our Creator Content; uploading content you receive through our Services (including Creator Content) into any artificial intelligence tools (including generative AI), bots, software, or other external applications; or otherwise hosting our Services or any other person's Creator Content on another site, in each case, other than your own and without the prior written consent of VSCO);

- Attempt any technological attack (including accessing information regarding our Services' underlying infrastructure; causing a large load on our infrastructure, such as through "robots," "spiders," and other automated systems; interfering with our Services; bypassing measures we use to restrict access to our Services; accessing or deciphering any unauthorized content or transmissions; or uploading viruses, worms, or other harmful agents); or
- Use our Services for any fraudulent purpose or purpose prohibited by these Terms, including our **Community Guidelines**, or any laws.

Eligibility. You must be at least 13 years old to use our Services, or at least 18 years old in the case of brand challenges, and legally agree to and comply with these Terms. If your VSCO account or access to our Services is discontinued by us due to your violation of these Terms, you may not access or use our Services. This includes re-registering with us or accessing our Services through use of a different account name or otherwise.

VSCO Account. To access our Services, you'll need to create your own VSCO account ("**Account**"). You can customize your Creator profile and your interactions with our Services on your "Account Settings" page. When creating your Account, you must:

- provide and keep updated accurate and complete information;

- keep your Account secure (don't give others access and use strong and secure passwords);
- notify us immediately of any unauthorized use of your Account; and
- not use another person's Account without permission.

Account Ownership. Aside from the rights you have in your content as described below, your Account is owned by VSCO, which means you have no ownership or other rights in or to your Account.

Third-Party Accounts. You can register your Account using a valid third-party account (a "**Third-Party Account**") through a social sign-on option and by providing us access to such Third-Party Account. If a Third-Party Account or associated service becomes unavailable, or our access is terminated by you or the third-party service provider, then your Account and your content in such Third-Party Account will no longer be available through our Services. We aren't responsible for any content or personal information such third-party service provider may provide us that is in violation of your privacy settings for such accounts.

Interactions with Other Creators and Their Creator Content. You are solely responsible for your interactions with other Creators and Creator Content. We aren't liable for any interactions between you and other Creators or Creator Content.

Interactions and Transactions through VSCO Hub. If you mark yourself as available or open to work, or otherwise participate in VSCO Hub, you will be included in our search results shared with individuals, businesses, and/or organizations ("**VSCO Hub Customers**") interested in hiring or commissioning a Creator or licensing Creator Content. You may interact with our VSCO Hub Customers if they reach out to you for business opportunities. You are solely responsible for your interactions and transactions with VSCO Hub Customers, and we aren't liable for your conduct or the conduct of any VSCO Hub Customer. VSCO does not negotiate,

enforce, mediate, or otherwise participate in any agreement between you and a VSCO Hub Customer, and is not responsible for any disputes between you and a VSCO Hub Customer.

Changes to Our Services. We reserve the right to change our Services, including the availability of certain features and the pricing for our Services, at any time at our sole discretion.

VSCO Hub Brand Partnerships. We collaborate with brand partners from time to time on certain brand challenges. These challenges allow Creators to submit Creator Content in response to a prompt published by VSCO or our partners with the opportunity to be selected and receive payment from the partner for the use of Creator Content. Brand challenges are subject to these Terms, the [Community Guidelines](#), and additional guidelines, as applicable, as posted for each prompt.

2. YOUR CREATOR CONTENT

We are a creator-centric platform and we respect creator rights to the content you and others create. These Terms provide us certain license rights to the content you create, post, or distribute on our Services so we can provide and promote our Services and business (for example, feature your content on our website, our VSCO Collection, and/or in VSCO Challenges or share on our social channels) to you and others. You are responsible for your content and actions on our Services. Be respectful and responsible.

Creator Content. Our Services allow Creators to post, publish, submit, upload, share, or otherwise make available on our Services content, such as profile pictures, data, photos, images, music, videos, comments, questions, messages, works of authorship and other content or information, and you may also provide similar content as a part of our Member Stories or Creator Sessions programs, or similar programs involving the promotion or featuring of Creators (all of which we refer to as “**Creator Content**”). You own your Creator

Content that you post on our platform. The ownership and licensing of your Creator Content that you create pursuant to a transaction with a VSCO Hub Customer will be determined by your own separate agreement with any VSCO Hub Customer.

License You Grant to Us. By using our Services, you grant us a royalty-free, sublicensable, non-exclusive, worldwide license to use, reproduce, modify, publish, translate, distribute, publicly perform, publicly display, and make derivative works of your Creator Content, including the name, image, voice, and/or likeness of any individual included in your Creator Content, in whole or in part, and in any form, media or technology, whether now known or developed in the future, in connection with our Services and our business. By submitting your Creator Content to any forums, comments, or any other area on our Services, you consent to us identifying you by your VSCO username (which may be a pseudonym) in connection with your Creator Content. You waive any moral or other author's rights you may have in connection with any of these uses of your Creator Content.

License Grant to Other Creators. You grant each Creator a non-exclusive license to access your Creator Content through our Services and to use, reproduce, distribute, display, make derivative works of, and perform such Creator Content as permitted by our Services and this Agreement, solely for non-commercial purposes. No Creator is granted any rights to use another Creator's Creator Content, in any manner, for commercial purposes.

Anti-Piracy Enforcement. VSCO strives to be a place where creativity flourishes. To that end, we're committed to protecting the intellectual property of VSCO and our Creators. To enable this protection, you authorize VSCO and our anti-piracy service providers (such as law firms) as your agents for the purpose of enforcing your intellectual property rights in your Creator Content. You grant VSCO and our anti-piracy service providers authority to send or file notices on your behalf to enforce your intellectual property rights in your Creator Content. However, you understand that we aren't obligated to take such action.

Creator Promotion. If you participate in our Pro Spotlights or Creator Sessions or similar programs involving the promotion or featuring of Creators (all of which, we refer to as “**Creator Promotion**”), you grant us the right and license to use the trade names, trademarks, service marks, publicity rights, privacy rights, persona, performance, recordings, biographical information, indicia of identity, and logos associated with you, as well as any of your Creator Content, in connection with your Creator Promotion.

No Storage. We aren’t obligated to store any of your Creator Content posted to our Services. If your Account is closed, inactive, or suspended for an extended period of time, we may permanently delete your Account or your Creator Content in accordance with our general business practices.

3. CONTENT MODERATION AND ENFORCEMENT

Community Guidelines. Follow our [Community Guidelines](#) at all times. Don’t post, share, or distribute your Creator Content or take any action using our Services that violate our guidelines or your Account may be temporarily or permanently suspended, and/or your Creator Content may be deleted. We have the right to remove any Creator Content that we believe, in our discretion, violates these Terms or our [Community Guidelines](#), or is otherwise inappropriate for our Services. In some cases, we also have an obligation to report any content or conduct that is illegal to the appropriate authorities.

Rights and Permissions. If you post, share, or distribute any Creator Content, you represent and warrant that you have all necessary rights and permissions in your Creator Content for it to be used in accordance with these Terms without violating the rights of others, including all necessary rights and permissions under any: (a) performance, mechanical, and sound recording rights in musical compositions and sound recordings included in your Creator Content; (b) rights of privacy or publicity with respect to the name, image, and likeness of any individual included in your Creator

Content; and (c) moral, droit moral, or authors rights to works of authorship included in your Creator Content. All Creator Content is subject to our [DMCA Policy](#).

Responsibility for Your Creator Content. You are solely responsible for your Creator Content and any issues that may result from your posting of your Creator Content. You acknowledge that Creator Content you post on our Services is generally made public and can be seen and used by us and others, unless otherwise allowed by our Services. We have no obligation to review or monitor your Creator Content.

Content Moderation. We support the freedom of our Creators to express themselves, and, as a result, do not conduct generalized monitoring of all Creator Content. However, we may use tools to proactively detect certain content. For example, we use classifiers to proactively detect illegal content and content that violates our policies, including as set forth in our [Community Guidelines](#). Creators can report Creator Content posted by other Creators. More information on our reporting and enforcement process is available on our [Safety Center](#).

Recommender Systems. We use recommender systems to support your creative journey and help you build your community, some examples are: we suggest Creators who we think you are likely to follow based on who you already follow, to present Creator Content that we think you would be inspired by, recommend presets and other editing tools for a specific piece of content, and suggest creators and content for VSCO Hub Customers. This [Help Center Article](#) (How VSCO's Search and Recommender Systems Work) contains more details about these recommender systems.

Suspensions. If we suspend your account due to a violation of these Terms, including our [Community Guidelines](#), this action will be permanent, unless and until you make a successful appeal.

4. YOUR RIGHTS WITH RESPECT TO OUR SERVICES

You have a limited right to use our Services on your devices. From time to time, we may also give you access to Beta Services (defined below).

VSCO Services. Subject to these Terms, we grant you a non-exclusive, limited, non-transferable, freely revocable license to use our Services on your devices for your personal and internal use only as intended and as allowed by our Services. To use our websites or mobile apps, you must have a compatible device. We may from time to time require you to upgrade your version of our mobile app. In all instances, we (or our third-party partners) keep all right, title, and interest in our websites and mobile app (including all copies).

Beta Services. We may offer certain Services that allow you to access and use certain features, technologies, and/or services that are not yet commercially released, including demonstrations and previews of pre-alpha or beta products (collectively, our “**Beta Services**”). You have a limited license to use any Beta Services we make available to you, which will automatically terminate upon the release of a generally commercially available version of the Beta Services or whenever we determine (“**Beta Period**”). We may revoke or modify access to any Beta Services at any time for any reason. Our Beta Services (including any information or data about or relating to them), and your beta test results or feedback are our confidential information (our “**Beta Confidential Information**”). If you use any of our Beta Services, you agree: (a) to keep all Beta Confidential Information strictly confidential; (b) not to use any such information for your own use or for any purpose outside of those allowed by us, and (c) to promptly delete and destroy all such information, upon our request or upon expiration of any Beta Period.

5. VSCO’S PROPRIETARY RIGHTS

We own rights in and to all of our VSCO Property and VSCO Marks. Do not use these without our permission. Also, if you give us ideas related to our Services or business, you grant us the right to use them, including incorporating them into our Services and business.

VSCO Property. Except for Creator Content, our Services and all associated materials and intellectual property rights, including software, images, text, photos, audio, videos, music and VSCO Marks (“**VSCO Property**”) are our or (our licensors’) exclusive property. To be clear, other Creators own their own Creator Content, and you own your Creator Content. Except for the specific licenses we grant you under these Terms, we are not providing or granting you licenses to any intellectual property rights. Use of VSCO Property for any purpose not specifically allowed by these Terms is strictly prohibited. Visual Supply Company, VSCO, and all related graphics, logos, service marks and trade names used on or in connection with our Services (“**VSCO Marks**”) are our trademarks.

Feedback. You may choose to, or we may invite you to submit feedback, comments, suggestions, or improvements about us, our Services, our Beta Services, or our other products or services (“**Feedback**”), such as by participating in a voluntary creator research discussion. If you choose to participate or otherwise provide Feedback, you grant us a royalty-free, sublicensable, non-exclusive, worldwide license to use or otherwise legally exploit any Feedback as we see fit without restriction. You agree to keep all information about VSCO (such as our future product plans) that you may receive in connection with any research discussion strictly confidential and, if asked, to return or delete all such confidential information. We may record you during the research discussion to save time and to better understand your Feedback. You give us consent to record your image, voice, likeness and activities during your participation in the research discussion through photographs, videos, audio recordings, written notes, and/or any other method. You agree that VSCO exclusively owns such recordings and is free to use them for research, development, or other similar purposes without

restriction. If we wish to use your name or likeness for any external marketing purposes, we will ask for your consent at that time.

6. PAID SERVICES

Certain products or services offered on or through our Services, such as presets, features, and storage of Creator Content, may be provided for a fee or other charge, such as a VSCO membership (each a “**Subscription**”). If you purchase a Subscription, it will automatically renew until it is canceled by you. As a part of our Services, we may also offer monetization products or services, including the ability to allow certain Creators to exchange payments with others on our platform.

Fees. You agree to pay all fees or charges to your Account according to the billing terms in effect at the time a fee or charge is due. You may download or purchase our Services from an approved third-party mobile application store or website (“**App Marketplace**”). We may add new products and services for additional fees or change fees for existing products and services at our discretion. Any changes to our prices and billing methods will be effective immediately upon posting of a notice on our Services or by email delivery to you. Any increased fees for existing Subscriptions will apply only to future charges beginning on your next billing period.

Payment. You may need to provide us, our third-party payment service provider, or the App Marketplace with valid credit card information, PayPal account, or other permitted payment method (“**Payment Information**”). You authorize us, our third-party payment service provider, or the App Marketplace to charge your Payment Information for all amounts due and payable for the products and services you purchase from us. Upon your Subscription renewal, if we, our payment processor, or the relevant App Marketplace does not receive payment via your Payment Information, you agree to pay all amounts due on your Account upon request. We or the App Marketplace may either cancel or suspend your Subscription and

continue to attempt to charge your Payment Information until payment is processed.

Automatic Subscription Renewals. Subscription fees will be billed by us or the App Marketplace at the start of your Subscription or at the end of any free trial period (as applicable), and will renew in accordance with the Subscription terms you selected at purchase. The timing of billing may change at any time. **After your initial or subsequent Subscription period, your Subscription will automatically renew on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional similar period at our then-current price. Your Account will continue to be charged for automatic renewals (even if you terminate your Account), unless you cancel your Subscription prior to the Renewal Commencement Date .**

Canceling Your Subscription. You can cancel your Subscription or opt out of any auto-renewal of your Subscription at any time in the manner described at the link [here](#). Cancellation of your Subscription will be effective at the end of your then-current Subscription term, and your Subscription will not be renewed after your then-current Subscription term. You will not be eligible for a refund for any prorated fees you paid for the then-current Subscription term.

Free Trials. Certain Subscription offers may include a free trial prior to processing any charges. We will communicate the trial period to you via our Services. If you decide to cancel your Subscription before we attempt to charge your authorized payment method, you must cancel your Subscription before the free trial ends. If you do not cancel before this time, you are responsible for payment for the full Subscription period.

App Marketplace Refunds. Instructions on how to cancel a free trial, cancel an active Subscription, or request a refund for your Subscription from Apple, Google or other App Marketplace are provided [here](#). We do not control and are unable to provide refunds for Subscriptions purchased through App Marketplaces.

Payment Service Provider. All financial transactions related to our Services will be processed by our third-party payment service provider for online payments, or by the App Marketplace or its third-party payment service provider, in each case according to their respective terms and conditions. We aren't responsible in any event for the actions or inactions of the App Marketplace or any third-party payment service provider, including system downtime or payment service outages, and any billing and fee disputes may require resolution between you and the App Marketplace or applicable third party directly.

Monetization Features. From time to time, our Services may provide monetization products or features, including products or features that enable eligible Creators to exchange payments with others on our platform and/or allow Creators or third parties to engage Creators for creative services. These features, their usage, and the payment and receipt of such amounts will be governed by any supplemental terms that we update or provide from time to time. Any compensation for your activities on VSCO Hub will be solely determined between you and any VSCO Hub Customer with whom you enter into an agreement.

Taxes. We, or the App Marketplace, may charge you, and you agree to pay, for any fees and applicable taxes related to your Account or your use of our Services. If we determine we have a legal obligation to collect applicable taxes from you, we will collect them in addition to your Subscriptions payment. Additionally, you are solely responsible for paying all taxes that may apply to you resulting from any transactions between you and any VSCO Hub Customer.

7. THIRD-PARTY LINKS

From time to time, we, or other Creators, may include third-party links or integrations on our Services, or provide plug-ins from third-party services that link back to our Services ("**Third-Party Links**"). We do not control and are not responsible for third-party products, services,

or content made accessible via those Third-Party Links. By accessing any such Third-Party Links, you agree to be bound by such third party's terms and conditions. Find more information about our Product Partnerships [here](#).

8. INDEMNITY

You are responsible for all your activities while using our Services, including what you copy, share, upload, download, attach, send, receive, and record and any harmful or unlawful content or conduct. You will also be liable for any related costs, damages, or other effects.

You agree to defend, indemnify, and hold us, our subsidiaries, and other affiliated companies, and our respective subsidiaries, employees, contractors, agents, officers and directors harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from: (a) your use of and access to our Services; (b) your violation of this Agreement or our [Community Guidelines](#); (c) any damage or violation of any third-party right, including rights of publicity, privacy or intellectual property right caused by you or your Creator Content; (d) your violation of any applicable law, rule or regulation; (e) your use of or access to any Third-Party Links or your dealings with such third parties; or (f) your interactions with a VSCO Hub Customer.

9. NO WARRANTY

Our Services (including Beta Services) are provided to you on an "as is" and "as available" basis, and they may be interrupted or unavailable at times.

You expressly understand and agree that to the extent permitted by law, your use of our Services is at your sole risk. To the maximum extent permitted by law, we expressly disclaim all

warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from us or through our Services will create any warranty not expressly stated in these Terms.

Without limiting the foregoing, we (including our subsidiaries and licensors) do not warrant that any VSCO Property, our Services, or Creator Content is accurate, reliable, or correct; that our Services will meet your requirements or will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that our Services are free of viruses or other harmful components. We do not guarantee any results from your use of the Services, including any participation in VSCO Hub. Any content you obtain through our Services is at your own risk.

10. LIMITATION OF LIABILITY

We are responsible only to the limited extent specifically stated in these Terms for any damages that occur from your use of our Services.

Exclusion of Liability. In no event will we (including our affiliates, agents, directors, employees, suppliers, or licensors) be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages you might experience from our Services, including damages for loss of profits, lost business opportunities, reputation, loss of data, or any theory of liability.

Limitation on Damages. In no event will we (including our affiliates, agents, directors, employees, suppliers, or licensors) be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding amounts you paid to us during the 12 months preceding the events giving rise to the claim or US \$100.00, whichever is greater.

Basis of the Bargain. The limitations of damages set forth above are fundamental elements of the basis of the bargain between you and VSCO. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction.

11. TERM AND TERMINATION

You can terminate your Account whenever you choose. We may terminate your Account at any time for any reason. Termination of your Account does not cancel your Subscription. If your Account is terminated by you or by us, you must separately terminate your Subscription in the manner described [here](#).

Term. These Terms apply beginning on the date you first used our Services or the date you accepted these Terms, whichever came first, and will continue to apply until terminated.

Termination of Services by VSCO. We may terminate this Agreement or your ability to access or use any or all of our Services at any time for any reason, including if payment cannot be charged to your Payment Information for any reason, if you have violated these Terms, or if we are legally required to do so.

Termination by You. If you want to terminate this Agreement, you can do so by taking the following steps:

- notify us at any time to <https://support.vSCO.co>;
- cancel all Subscriptions by following the process described [here](#); and
- terminate your Account for all our Services that you use.

Survival. All provisions of this Agreement that need to continue will continue following the termination of this Agreement, including ownership provisions, warranty disclaimers, arbitration and governing law, and limitations of liability.

12. INFORMAL CLAIM RESOLUTION

Informal Claim Resolution First. VSCO is committed to creating a creator-first experience. We want to work with you to resolve any disputes relating to these Terms or our Services informally. Before pursuing formal resolution of any dispute, you agree to give us an opportunity to resolve any disputes by contacting "VSCO Legal Department: Claims Resolution," by mail to 548 Market Street, Suite 92958, San Francisco, California 94104-5401. You must include information about the nature of your claim, the amount involved, if any, and the remedies you are seeking. We both agree to use good faith and reasonable commercial efforts to resolve any such claims. If the dispute is not resolved within 60 days from the date we receive your notice, you may seek relief through binding arbitration.

13. ARBITRATION AGREEMENT

Please read the following arbitration agreement ("Arbitration Agreement") carefully. This section provides that you and VSCO agree to resolve all disputes between us through binding arbitration and includes a class action and jury waiver. This agreement supersedes all prior versions.

Arbitration Notice and Agreement. This Arbitration Agreement requires you to arbitrate disputes between you and VSCO, which means you will only be able to pursue claims and seek relief against us on an individual basis through arbitration. You are also waiving your right to seek relief in a court of law and to have a jury trial. This Arbitration Agreement will continue to apply even if you delete, or we suspend or terminate, your Account.

Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of our Services, to any products sold or distributed through our Services, or to any aspect of your relationship with us, will be resolved by binding arbitration, rather than in court, except that you and VSCO can seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade secrets, copyrights, and patents), any illegal or intentional act affecting the accessibility, functionality, or the security of our Services, and/or any illegal or intentional act against your interests or VSCO's general business interests. **This Arbitration Agreement applies, without limitation, to all disputes or claims and requests for relief that originated before the effective date of this Agreement or any prior version of this Agreement.** You agree to this Arbitration Agreement as a condition of your use (or continued use) of our Services every time it is changed or updated.

Arbitration Rules and Forum. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("FAA"), including its procedural provisions, in all respects, applies to the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding after complying with the informal dispute resolutions provided above, you must send a Demand for Arbitration, including a copy of these Terms and a description of your dispute to New Era ADR at app.neweraadr.com, with copies to (1) VSCO at disputes@vSCO.co, and (2) our registered agent at CT Corp, 1209 Orange Street, Wilmington, Delaware, 19801.

The following rules and procedures shall apply to any arbitration proceeding brought under these Terms:

- Arbitrations will be administrated by New Era ADR in accordance with their Virtual Expedited Arbitration Rules and Procedures as well as any applicable General Rules and Procedures, except as modified by these Terms. New Era ADR's Virtual Expedited Arbitration Rules and Procedures and

General Rules and Procedures are both available at www.neweraadr.com/rules-and-procedures.

- The arbitration will be conducted by a professional arbitrator(s) with substantial experience in resolving commercial disputes. The arbitrator will be selected pursuant to New Era ADR's standard rank and strike process as described in New Era ADR's General Rules and Procedures.
- If a claim seeks equitable relief (including injunctive relief), the arbitrator will bifurcate the proceeding and rule on liability first, before conducting any proceedings (including discovery) related to the appropriate relief.
- Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it, including but not limited to any documents prepared or produced in connection with the arbitration proceeding, the hearing and/or the arbitration award, will be confidential and will not be disclosed to any third party, except to obtain court confirmation of any arbitration award as needed.
- Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Arbitration Fees. If VSCO is initiating an arbitration against you, VSCO will pay all costs associated with the arbitration, including the entire filing fee. If you are initiating an arbitration against VSCO, you will be responsible for the nonrefundable initial filing fee. If, however, the amount of the initial filing fee is more than you would have to pay to file a complaint in the United States District Court for the Northern District of California (or, for cases where that court would lack original jurisdiction, the California Superior Court, County of San Francisco), VSCO will pay the difference between the initial filing fee and the amount you would have to pay to file a complaint in Court. VSCO will pay both parties' administrative fee. Otherwise, New Era ADR sets forth fees for its services, which are available at <https://www.neweraadr.com/rules-and-procedures/>.

Authority of Arbitrator. The New Era ADR arbitrator(s) assigned to or chosen for your dispute will have exclusive authority to: (a) determine the scope and enforceability of this Arbitration Agreement; and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. The arbitration proceeding will decide each of your and VSCO's rights and liabilities, if any. The arbitration proceeding will not be consolidated or joined with any other matters or parties. The arbitrator will have the authority to grant motions resolving any claim, to award monetary damages, and to grant any non-monetary remedy or relief available under applicable law, the arbitral forum's rules, and this Agreement, including injunctive relief. The arbitrator will issue a written award and decision describing the essential findings and conclusions underlying any award, including the calculation of any damages. The award of the arbitrator is final and binding upon both you and VSCO.

Waiver of Jury Trial. You and VSCO both waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury, with the exceptions stated in this Arbitration Agreement. If for any reason a dispute proceeds in court rather than in arbitration, you and VSCO each waive any right to a jury trial. An arbitrator can award the same damages and relief as a court and must follow our Arbitration Agreement as a court would.

Waiver of Class or Other Non-Individualized Relief. All disputes, claims, and requests for relief within the scope of this Arbitration Agreement must be arbitrated on an individual basis and not on a class or collective basis. Only individual relief is available. Claims of more than one Creator cannot be arbitrated or consolidated with those of another Creator. If the arbitrator issues a decision that enforcement of these provisions is not applicable to a specific dispute, claim or request for relief, then only those specific issues will be removed and brought into the state or federal courts of the State of California.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt-out to opt-out@vSCO.co, within 30 days after you create your Account or continue using your Account after receiving notice of this Arbitration Agreement. Maintaining your Account requires you to read and accept these Terms and this Arbitration Agreement. Your notice must include your name and address, your VSCO username (if any), the email address used to set up your Account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement has no effect on any other agreements that you currently have with us, including the rest of these Terms, or may enter in the future with us.

14. ACKNOWLEDGMENT OF IMAGE RECOGNITION TECHNOLOGY

As a part of our Services, we may incorporate computer vision technology that is used for image tagging, enhanced editing, and for providing a more customized experience. This technology does not include, generate, or otherwise process biometric identifiers or biometric information.

15. GENERAL

This section provides important legal information that you should review, including your agreement to receive electronic communications from us.

Assignment. You may not transfer or assign this Agreement, including any rights or licenses granted to you by these Terms. We may assign or transfer this Agreement without restriction.

Changes to the Agreement. These terms are subject to change at any time. If we make material changes to these Terms, we will provide a new copy of the updated terms on our Services. Any

changes will be effective immediately for new Creators and effective for continuing Creators upon the earliest of: (1) thirty (30) days after posting notice of such changes on our Services; (2) thirty (30) days after dispatch of an email notice or notice delivered through an in-app modal of such changes to you; or (3) your consent to the updated Terms, if applicable.

Your continued use of our Services indicates your acceptance of any changes. If you do not agree to any changes after receiving a notice, don't continue using our Services, or close your Account. Please regularly check our Services to view the then-current terms.

Electronic Communications. By using our Services, you agree to receive communications from us or our affiliated companies, including via electronic means. Texts, calls or other messages may be generated by automatic telephone dialing systems. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. You consent to receive communications from VSCO in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications, such as messages delivered through in-app modals that VSCO provides to you electronically satisfy any legal requirement that we are communicating to you in writing. The foregoing does not affect your statutory rights. **If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the Unsubscribe options in the promotional email.**

Limitation Period. You and VSCO both agree that any cause of action arising out of or related to these Terms, our Services or the content must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Governing Law and Venue. These Terms and any related action will be governed and interpreted by and under the laws of the State of California, consistent with the FAA, other than conflict of laws

principles. To the extent you and VSCO are permitted to initiate litigation in a court, you and VSCO both agree that all claims and disputes between you and VSCO will be litigated exclusively in the state or federal courts located in San Francisco County, California.

Notice. If we require that you provide an email address, you must provide us with your most current email address. If the last email address you provided to us is invalid or doesn't deliver our notices, our notice is effective upon dispatch. You can give us notice at the following address: 548 Market Street, Suite 92958, San Francisco, California 94104-5401, Attn: VSCO Legal Department. Notice is effective upon our receipt of delivery by a nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

International Creators. Our Services are controlled and operated from the United States (U.S.) and are directed to individuals, companies, and other entities in the U.S., unless we otherwise specify. We make no guarantees that our Services are appropriate or available for use in other locations. Those who use our Services from other locations do so voluntarily and are responsible for compliance with all applicable U.S. and local laws and regulations. Don't use our Services if you are located or reside in a country or territory subject to an embargo by the U.S. government (including Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, and Luhansk Regions) ("**Embargoed Countries**") or that has been designated by the U.S. government as a "terrorist supporting" region, or are an individual or entity designated as a blocked or prohibited party by the U.S. government, including (a) designation on the Specially Designated National and Blocked Persons ("**SDN**") List, (b) Foreign Sanctions Evaders List by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), (c) the Entity List, (d) Denied Persons List, or (e) Unverified List by the Bureau of Industry and Security of the U.S. Commerce Department ("**BIS**") (collectively, "**Prohibited Party Lists**").

Export Control. Our Services are subject to U.S. export control and trade sanctions laws and regulations, which you must comply with. Don't use, export, import, or transfer our Services (including any technology), except as authorized or approved by U.S. law and any other applicable laws. In particular, our Services may not be exported or re-exported: (a) to any Embargoed Countries; or (b) to any individual or entity on any Prohibited Party Lists. By using our Services, you represent and warrant that you are not located in an Embargoed Country and you are not on any Prohibited Party Lists.

Entire Agreement; Severability. These Terms, together with any amendments and any additional agreements you may enter into with us in connection with our Services, serve as the entire agreement between you and VSCO relating to our Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the remaining valid provisions will be in full force and effect.

No Waiver. No waiver of any term of this Agreement or failure to assert a right or provision will constitute a future or ongoing waiver of such term (or any other term) or such right or provision.

App Stores. If you download and access our Services through the Apple App Store (an "**App Store Sourced Software**"), you will only use the App Store Sourced Software (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system), and (b) as permitted by the "Usage Rules" set forth in the Apple Media Services Terms of Service. If you download and access our Services from the Google Play store (a "**Google Play Sourced Application**"), you may have additional license rights on a shared basis within your designated family group. The availability of our Services are dependent on the App Marketplace from whom you received a software license, e.g., the Apple App Store or Google Play. You acknowledge that the applicable App Marketplace has no responsibility for furnishing any maintenance and support services with respect to our Services, nor for addressing any claims by you or

any third-party relating to the Services, or your possession or use of our Services.

You agree to comply at all times with all terms required by the applicable App Marketplace when using any of our Services, including our mobile app. You acknowledge that the applicable App Marketplace (and its subsidiaries) are third-party beneficiaries of this Agreement.

Digital Services Act Representative. Pursuant to Article 13 of the European Union's Digital Services Act, VSCO has appointed EDSR as its legal representative. You can contact EDSR regarding matters pertaining to the DSA:

- By email at compliance@edsr.eu
- By writing to EDSR at Avenue Huart Hamoir 71, 1030 Brussels, Belgium
- By phone at [+32 2 216 19 71](tel:+3222161971)

EXHIBIT I

Terms of Use

Effective as of September 30, 2023

Table of Contents

1. [Use of our Services](#)
2. [Your Creator Content](#)
3. [Content Moderation and Enforcement](#)
4. [Your Rights with Respect to our Services](#)
5. [Proprietary Rights](#)
6. [Paid Services](#)
7. [Third-Party Links](#)
8. [Indemnity](#)
9. [No Warranty](#)
10. [Limitation of Liability](#)
11. [Term and Termination](#)
12. [Informal Claim Resolution](#)
13. [Arbitration Agreement](#)
14. [Acknowledgment of Image Recognition Technology](#)
15. [General](#)

We nurture creative experimentation and make the aspirational achievable. At VSCO, we believe that there's a creative spark within all of us and that everyone, at heart, is a creator. Welcome to the VSCO community!

These Terms of Use (“**Terms**” or “**Agreement**”) apply to your use of any of our websites, mobile apps, products, or services (our “**Services**”). These Terms apply to anyone who accesses our Services, whether as registered users or guests (each a “**Creator**” or “**you**”), and is an agreement between you and Visual Supply Company (“**VSCO**”).

We’ve removed as much legal language as possible to make it easier for you to understand your rights and obligations regarding our Services. Since these Terms (which include our [Community Guidelines](#)) form a binding legal agreement between you and VSCO, however, we included necessary legal language in certain provisions. Please read these Terms carefully.

By using our Services, you agree:

- to follow the [Community Guidelines](#) at all times while accessing or using our Services;
- that we have the sole discretion to investigate and determine whether someone has violated our [Community Guidelines](#) and to what extent we enforce our [Community Guidelines](#), including when to terminate Creators’ VSCO accounts and remove Creator Content (defined below); and
- to our collection and use of personal data as described in our [Privacy Policy](#).

We respect and value the intellectual property rights of others and comply to the fullest extent with the Digital Millennium Copyright Act of 1998 (“**DMCA**”). You can notify us and request removal of your copyright protected work via the form provided in our [DMCA Policy](#) (incorporated into these Terms).

Subscription Notice: If you purchase a Subscription, your Subscription will continue for the time period you selected at purchase. Your Subscription will automatically renew for similar time periods at our then-current fees, unless you decide not to

renew. If you terminate your VSCO account, this will not automatically cancel your Subscription. You can cancel your Subscription or opt out of any renewal by following the steps described here and in our [Help Center](#).

Arbitration Notice: These Terms describe how disputes between you and VSCO will be resolved. With limited exceptions, disputes must first be resolved through an informal claims resolution process as described in Section 13 below. If disputes are not resolved through such informal process, they must be submitted to binding and final arbitration. You may pursue claims and seek relief against us only on an individual basis, and not as a representative plaintiff or class member in any class action. You also waive your right to resolve claims in court proceedings and to a jury trial, except in specific cases. You may opt out of the Arbitration Agreement as explained below in more detail.

1. USE OF OUR SERVICES

There are some ground rules you must follow that are intended to protect the VSCO community. If you do not agree to these Terms, then you can choose to not use our Services.

Service Rules. Be reasonable and responsible. Don't do anything that is illegal or could harm our Creators, VSCO, or our Services. When using our Services, you are responsible for your interactions with others. For example, don't do the following while using our Services:

- Harm others (including impersonating or violating another's rights or collecting anyone else's personal information; sending spam, chain letters, or other unsolicited communications);
- Use, copy, make derivatives of, distribute or exploit our Services or any content available through our Services for any commercial or competitive purpose (including "scraping" to gather information or content; decompiling or reverse

engineering our Services; framing or using similar techniques to include any VSCO Marks or our Services; training any artificial intelligence models on Creator Content; uploading content you receive through our Services (including Creator Content) into any artificial intelligence tools (including generative AI), bots, software, or other external applications, or framing or hotlinking to our Services or any other person's Creator Content, or otherwise hosting our Services or any other person's Creator Content on another site, in each case, other than your own and without the prior written consent of VSCO);

- Attempt any technological attack (including accessing information regarding our Services' underlying infrastructure; causing a large load on our infrastructure, such as through "robots," "spiders," and other automated systems; interfering with our Services; bypassing measures we use to restrict access to our Services; accessing or deciphering any unauthorized content or transmissions; or uploading viruses, worms, or other harmful agents); or
- Use our Services for any fraudulent purpose or purpose prohibited by these Terms, including our [Community Guidelines](#), or any laws.

Eligibility. You must be at least 13 years old to use our Services and legally agree to and comply with these Terms. If your VSCO account or access to our Services is discontinued by us due to your violation of these Terms, you may not access or use our Services. This includes re-registering with us or accessing our Services through use of a different account name or otherwise.

VSCO Account. To access our Services, you'll need to create your own VSCO account ("**Account**"). You can customize your Creator profile and your interactions with our Services on your "Account Settings" page. When creating your Account, you must:

- provide and keep updated accurate and complete information;

- keep your Account secure (don't give others access and use strong and secure passwords);
- notify us immediately of any unauthorized use of your Account; and
- not use another person's Account without permission.

Account Ownership. Aside from the rights you have in your content as described below, your Account is owned by VSCO, which means you have no ownership or other rights in or to your Account.

Third-Party Accounts. You can register your Account using a valid third-party account (a “**Third-Party Account**”) through a social sign-on option and by providing us access to such Third-Party Account. If a Third-Party Account or associated service becomes unavailable, or our access is terminated by you or the third-party service provider, then your Account and your content in such Third-Party Account will no longer be available through our Services. We aren't responsible for any content or personal information such third-party service provider may provide us that are in violation of your privacy settings for such accounts.

Interactions with Other Creators and Their Creator Content. You are solely responsible for your interactions with other Creators and Creator Content. We are not liable for any interactions between you and other Creators or Creator Content.

Changes to Our Services. We reserve the right to change our Services, including the availability of certain features and the pricing for our Services, at any time at our sole discretion.

2. YOUR CREATOR CONTENT

We are a creator-centric platform and we respect creator rights to the content you and others create. These Terms provide us certain license rights to the content you create, post, or distribute on our

Services so we can provide and promote our Services and business (for example, feature your content on our website, our VSCO Collection, and/or in VSCO Challenges or share on our social channels) to you and others. You are responsible for your content and actions on our Services. Be respectful and responsible.

Creator Content. Our Services allow Creators to post, publish, submit, upload, share, or otherwise make available on our Services content, such as profile pictures, data, photos, images, music, videos, comments, questions, messages, works of authorship and other content or information, and you may also provide similar content as a part of our Member Stories or Creator Sessions programs, or similar programs involving the promotion or featuring of Creators (all of which we refer to as “**Creator Content**”). You own your Creator Content.

License You Grant to Us. By using our Services, you grant us a royalty-free, sublicensable, non-exclusive, worldwide license to use, reproduce, modify, publish, translate, distribute, publicly perform, publicly display, and make derivative works of your Creator Content, including the name, image, voice, and/or likeness of any individual included in your Creator Content, in whole or in part, and in any form, media or technology, whether now known or developed in the future, in connection with our Services and our business. By submitting your Creator Content to any forums, comments, or any other area on our Services, you consent to us identifying you by your VSCO username (which may be a pseudonym) in connection with your Creator Content. You waive any moral or other author’s rights you may have in connection with any of these uses of your Creator Content.

License Grant to Other Creators. You grant each Creator a non-exclusive license to access your Creator Content through our Services and to use, reproduce, distribute, display, make derivative works of, and perform such Creator Content as permitted by our Services and this Agreement, solely for non-commercial purposes. No Creator is granted any rights to use another Creator’s Creator Content, in any manner, for commercial purposes.

Anti-Piracy Enforcement. VSCO strives to be a place where creativity flourishes. To that end, we're committed to protecting the intellectual property of VSCO and our Creators. To enable this protection, you authorize VSCO and our anti-piracy service providers (such as law firms) as your agents for the purpose of enforcing your intellectual property rights in your Creator Content, through notice and takedown processes (under applicable laws like the DMCA) and for other efforts to enforce those rights. You grant VSCO and our anti-piracy service providers authority to send or file notices on your behalf to enforce your intellectual property rights in your Creator Content and understand that we are not obligated to take such action.

Creator Promotion. If you participate in our Member Stories or Creator Sessions or similar programs involving the promotion or featuring of Creators (all of which, we refer to as "**Creator Promotion**"), you grant us the right and license to use the trade names, trademarks, service marks, publicity rights, privacy rights, persona, performance, recordings, biographical information, indicia of identity, and logos associated with you, as well as any of your Creator Content, in connection with your Creator Promotion.

No Storage. We aren't obligated to store any of your Creator Content posted to our Services. If your Account is closed, inactive, or suspended for an extended period of time, we may permanently delete your Account or your Creator Content in accordance with our general business practices.

3. CONTENT MODERATION AND ENFORCEMENT

Community Guidelines. Follow our [Community Guidelines](#) at all times. Don't post, share, or distribute your Creator Content or take any action using our Services that violate our guidelines or your Account may be temporarily or permanently suspended, and/or your Creator Content may be deleted. We have the right to remove any Creator Content that we believe, in our discretion, violates these

Terms or our [Community Guidelines](#), or is otherwise inappropriate for our Services. In some cases, we also have an obligation to report any content or conduct that is illegal to the appropriate authorities.

Rights and Permissions. If you post, share, or distribute any Creator Content, you represent and warrant that you have all necessary rights and permissions in your Creator Content for it to be used in accordance with these Terms without violating the rights of others, including all necessary rights and permissions under any: (a) performance, mechanical, and sound recording rights in musical compositions and sound recordings included in your Creator Content; (b) rights of privacy or publicity with respect to the name, image, and likeness of any individual included in your Creator Content; and (c) moral, droit moral, or authors rights to works of authorship included in your Creator Content. All Creator Content is subject to our [DMCA Policy](#).

Responsibility for Your Creator Content. You are solely responsible for your Creator Content and any issues that may result from your posting of your Creator Content. You acknowledge that Creator Content you post on our Services is public and can be seen and used by us and others, unless otherwise allowed by our Services. We have no obligation to review or monitor your Creator Content.

Content Moderation. We support the freedom of our Creators to express themselves, and, as a result, do not conduct generalized monitoring of all Creator Content. However, we may use tools to proactively detect certain content. For example, we use classifiers to proactively detect illegal content and content that violates our policies, including as set forth in our [Community Guidelines](#). Creators can report Creator Content posted by other Creators. More information on our reporting and enforcement process is available on our [Safety Center](#).

Recommender Systems. We use recommendation systems to suggest Creators who we think you are likely to follow based on who you already follow, to present Creator Content that we think you

would be inspired by, and to recommend presets and other editing tools for a specific piece of content. No third party information is taken into consideration in populating this system. Our “For This Photo,” “For This Video,” and related content recommenders are based on a generic machine learning model that analyzes the pixels within content and generates certain keywords that are likely to represent the content in order to recommend presets you might want to apply or other content you may wish to view.

Suspensions. If we suspend your account due to a violation of these Terms, including our [Community Guidelines](#), this action will be permanent, unless and until you make a successful appeal.

4. YOUR RIGHTS WITH RESPECT TO OUR SERVICES

You have a limited right to use our Services on your devices. From time to time, we may also give you access to Beta Services (defined below).

VSCO Services. Subject to these Terms, we grant you a non-exclusive, limited, non-transferable, freely revocable license to use our Services on your devices for your personal and internal use only as intended and as allowed by our Services. To use our websites or mobile apps, you must have a compatible device. We may from time to time require you to upgrade your version of our mobile app. In all instances, we (or our third-party partners) keep all right, title, and interest in our websites and mobile app (including all copies).

Beta Services. We may offer certain Services that allow you to access and use certain features, technologies, and/or services that are not yet commercially released, including demonstrations and previews of pre-alpha or beta products (collectively, our “**Beta Services**”). You have a limited license to use any Beta Services we make available to you, which will automatically terminate upon the release of a generally commercially available version of the Beta

Services or whenever we determine (“**Beta Period**”). We may revoke or modify access to any Beta Services at any time for any reason. Our Beta Services (including any information or data about or relating to them), and your beta test results or feedback are our confidential information (our “**Beta Confidential Information**”). If you use any of our Beta Services, you agree: (a) to keep all Beta Confidential Information strictly confidential; (b) not to use any such information for your own use or for any purpose outside of those allowed by us, and (c) to promptly delete and destroy all such information, upon our request or upon expiration of any Beta Period.

5. VSCO’S PROPRIETARY RIGHTS

We own rights in and to all of our VSCO Property and VSCO Marks. Do not use these without our permission. Also, if you give us ideas related to our Services or business, you grant us the right to use them, including incorporating them into our Services and business.

VSCO Property. Except for Creator Content, our Services and all associated materials and intellectual property rights, including software, images, text, photos, audio, videos, music and VSCO Marks (“**VSCO Property**”) are our or (our licensors’) exclusive property. To be clear, other Creators own their own Creator Content, and you own your Creator Content. Except for the specific licenses we grant you under these Terms, we are not providing or granting you licenses to any intellectual property rights. Use of VSCO Property for any purpose not specifically allowed by these Terms is strictly prohibited. Visual Supply Company, VSCO, and all related graphics, logos, service marks and trade names used on or in connection with our Services (“**VSCO Marks**”) are our trademarks.

Feedback. You may choose to, or we may invite you to submit feedback, comments, suggestions, or improvements about us, our Services, our Beta Services, or our other products or services (“**Feedback**”), such as by participating in a voluntary creator research discussion. If you choose to participate or otherwise

provide Feedback, you grant us a royalty-free, sublicensable, non-exclusive, worldwide license to use or otherwise legally exploit any Feedback as we see fit without restriction. You agree to keep all information about VSCO (such as our future product plans) that you may receive in connection with any research discussion strictly confidential and, if asked, to return or delete all such confidential information. We may record you during the research discussion to save time and to better understand your Feedback. You give us consent to record your image, voice, likeness and activities during your participation in the research discussion through photographs, videos, audio recordings, written notes, and/or any other method. You agree that VSCO exclusively owns such recordings and is free to use them for research, development, or other similar purposes without restriction. If we wish to use your name or likeness for any external marketing purposes, we will ask for your consent at that time.

6. PAID SERVICES

Certain products or services offered on or through our Services, such as presets, features, and storage of Creator Content, may be provided for a fee or other charge, such as a VSCO membership (each a “**Subscription**”). If you purchase a Subscription, it will automatically renew until it is canceled by you. As a part of our Services, we may also offer monetization products or services, including the ability to allow certain Creators to exchange payments with others on our platform.

Fees. You agree to pay all fees or charges to your Account according to the billing terms in effect at the time a fee or charge is due. You may download or purchase our Services from an approved third-party mobile application store or website (“**App Marketplace**”). We may add new products and services for additional fees or change fees for existing products and services at our discretion. Any changes to our prices and billing methods will be effective immediately upon posting of a notice on our Services or by email

delivery to you. Any increased fees for existing Subscriptions will apply only to future charges beginning on your next billing period.

Payment. You may need to provide us, our third-party payment service provider, or the App Marketplace with valid credit card information, PayPal account, or other permitted payment method (“**Payment Information**”). You authorize us, our third-party payment service provider, or the App Marketplace to charge your Payment Information for all amounts due and payable for the products and services you purchase from us. Upon your Subscription renewal, if we, our payment processor, or the relevant App Marketplace does not receive payment via your Payment Information, you agree to pay all amounts due on your Account upon request. We or the App Marketplace may either cancel or suspend your Subscription and continue to attempt to charge your Payment Information until payment is processed.

Automatic Subscription Renewals. Subscription fees will be billed by us or the App Marketplace at the start of your Subscription or at the end of any free trial period (as applicable), and will renew in accordance with the Subscription terms you selected at purchase. The timing of billing may change at any time. **After your initial or subsequent Subscription period, your Subscription will automatically renew on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional similar period at our then-current price. Your Account will continue to be charged for automatic renewals (even if you terminate your Account), unless you cancel your Subscription prior to the Renewal Commencement Date .**

Canceling Your Subscription. You can cancel your Subscription or opt out of any auto-renewal of your Subscription at any time in the manner described at the link [here](#). Cancellation of your Subscription will be effective at the end of your then-current Subscription term, and your Subscription will not be renewed after your then-current Subscription term. You will not be eligible for a refund for any prorated fees you paid for the then-current Subscription term.

Free Trials. Certain Subscription offers may include a free trial prior to processing any charges. We will communicate the trial period to you via our Services. If you decide to cancel your Subscription before we attempt to charge your authorized payment method, you must cancel your Subscription before the free trial ends. If you do not cancel before this time, you are responsible for payment for the full Subscription period.

App Marketplace Refunds. Instructions on how to cancel a free trial, cancel an active Subscription, or request a refund for your Subscription from Apple, Google or other App Marketplace are provided [here](#). We do not control and are unable to provide refunds for Subscriptions purchased through App Marketplaces.

Payment Service Provider. All financial transactions related to our Services will be processed by our third-party payment service provider for online payments, or by the App Marketplace or its third-party payment service provider, in each case according to their respective terms and conditions. We aren't responsible in any event for the actions or inactions of the App Marketplace or any third-party payment service provider, including system downtime or payment service outages, and any billing and fee disputes may require resolution between you and the App Marketplace or applicable third party directly.

Monetization Features. From time to time, our Services may provide monetization products or features, including products or features that enable eligible Creators to exchange payments with others on our platform and/or allow Creators or third parties to engage Creators for creative services. These features, their usage, and the payment and receipt of such amounts will be governed by any supplemental terms that we update or provide from time to time.

Taxes. We, or the App Marketplace, may charge you, and you agree to pay, for any fees and applicable taxes related to your Account or your use of our Services. If we determine we have a legal obligation

to collect applicable taxes from you, we will collect them in addition to your Subscriptions payment.

7. THIRD-PARTY LINKS

From time to time, we, or other Creators, may include third-party links or integrations on our Services, or provide plug-ins from third-party services that link back to our services (“**Third-Party Links**”). We do not control and are not responsible for third-party products, services, or content made accessible via those Third-Party Links. By accessing any such Third-Party Links, you agree to be bound by such third party’s terms and conditions.

8. INDEMNITY

You are responsible for all your activities while using our Services, including what you copy, share, upload, download, attach, send, receive, and record and any harmful or unlawful content or conduct. You will also be liable for any related costs, damages, or other effects.

You agree to defend, indemnify, and hold us, our subsidiaries, and other affiliated companies, and our respective subsidiaries, employees, contractors, agents, officers and directors harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorney’s fees) arising from: (a) your use of and access to our Services; (b) your violation of this Agreement or our [Community Guidelines](#); (c) any damage or violation of any third-party right, including rights of publicity, privacy or intellectual property right caused by you or your Creator Content; (d) your violation of any applicable law, rule or regulation; or (e) your use of or access to any Third-Party Links or your dealings with such third parties.

9. NO WARRANTY

Our Services (including Beta Services) are provided to you on an “as is” and “as available” basis, and they may be interrupted or unavailable at times.

You expressly understand and agree that to the extent permitted by law, your use of our Services is at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from us or through our Services will create any warranty not expressly stated in these Terms.

Without limiting the foregoing, we (including our subsidiaries and licensors) do not warrant that any VSCO Property, our Services, or Creator Content is accurate, reliable, or correct; that our Services will meet your requirements or will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that our Services are free of viruses or other harmful components. Any content you obtain through our Services is at your own risk.

10. LIMITATION OF LIABILITY

We are responsible only to the limited extent specifically stated in these Terms for any damages that occur from your use of our Services.

Exclusion of Liability. In no event will we (including our affiliates, agents, directors, employees, suppliers, or licensors) be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages you might experience from our services, including damages for loss of profits, lost business opportunities, reputation, loss of data, or any theory of liability.

Limitation on Damages. In no event will we (including our affiliates, agents, directors, employees, suppliers, or licensors) be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding amounts you paid to us during the 12 months preceding the events giving rise to the claim or US \$100.00, whichever is greater.

Basis of the Bargain. The limitations of damages set forth above are fundamental elements of the basis of the bargain between you and VSCO. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction.

11. TERM AND TERMINATION

You can terminate your Account whenever you choose. We may terminate your Account at any time for any reason. Termination of your Account does not cancel your Subscription. If your Account is terminated by you or by us, you must separately terminate your Subscription in the manner described [here](#).

Term. These Terms apply beginning on the date you first used our Services or the date you accepted these Terms, whichever came first, and will continue to apply until terminated.

Termination of Services by VSCO. We may terminate this Agreement or your ability to access or use any or all of our Services at any time for any reason, including if payment cannot be charged to your Payment Information for any reason, if you have violated these Terms, or if we are legally required to do so.

Termination by You. If you want to terminate this Agreement, you can do so by taking the following steps:

- notify us at any time to <https://support.vSCO.co>;
- cancel all Subscriptions by following the process described [here](#); and
- terminate your Account for all our Services that you use.

Survival. All provisions of this Agreement that need to continue will continue following termination of this Agreement, including ownership provisions, warranty disclaimers, arbitration and governing law, and limitations of liability.

12. INFORMAL CLAIM RESOLUTION

Informal Claim Resolution First. VSCO is committed to creating a creator-first experience. We want to work with you to resolve any disputes relating to these Terms or our Services informally. Before pursuing formal resolution of any dispute, you agree to give us an opportunity to resolve any disputes by contacting "VSCO Legal Department: Claims Resolution," by mail to 548 Market Street, Suite 92958, San Francisco, California 94104-5401. You must include information about the nature of your claim, the amount involved, if any, and the remedies you are seeking. We both agree to use good faith and reasonable commercial efforts to resolve any such claims. If the dispute is not resolved within 60 days from the date we receive your notice, you may seek relief through binding arbitration.

13. ARBITRATION AGREEMENT

Please read the following arbitration agreement ("Arbitration Agreement") carefully. This section provides that you and VSCO agree to resolve all disputes between us through binding arbitration and includes a class action and jury waiver. This agreement supersedes all prior versions.

Arbitration Notice and Agreement. This Arbitration Agreement requires you to arbitrate disputes between you and VSCO, which

means you will only be able to pursue claims and seek relief against us on an individual basis through arbitration. You are also waiving your right to seek relief in a court of law and to have a jury trial. This Arbitration Agreement will continue to apply even if you delete, or we suspend or terminate, your Account.

Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of our Services, to any products sold or distributed through our Services, or to any aspect of your relationship with us, will be resolved by binding arbitration, rather than in court, except that you and VSCO can seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade secrets, copyrights, and patents), any illegal or intentional act affecting the accessibility, functionality, or the security of our Services, and/or any illegal or intentional act against your interests or VSCO's general business interests. **This Arbitration Agreement applies, without limitation, to all disputes or claims and requests for relief that originated before the effective date of this Agreement or any prior version of this Agreement.** You agree to this Arbitration Agreement as a condition of your use (or continued use) of our Services every time it is changed or updated.

Arbitration Rules and Forum. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) (“FAA”), including its procedural provisions, in all respects, applies to the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding after complying with the informal dispute resolutions provided above, you must send a Demand for Arbitration, including a copy of these Terms and a description of your dispute to New Era ADR at app.neweraadr.com, with copies to (1) VSCO at disputes@vSCO.co, and (2) our registered agent at CT Corp, 1209 Orange Street, Wilmington, Delaware, 19801.

The following rules and procedures shall apply to any arbitration proceeding brought under these Terms:

- Arbitrations will be administrated by New Era ADR in accordance with their Virtual Expedited Arbitration Rules and Procedures as well as any applicable General Rules and Procedures, except as modified by these Terms. New Era ADR's Virtual Expedited Arbitration Rules and Procedures and General Rules and Procedures are both available at www.neweraadr.com/rules-and-procedures.
- The arbitration will be conducted by a professional arbitrator(s) with substantial experience in resolving commercial disputes. The arbitrator will be selected pursuant to New Era ADR's standard rank and strike process as described in New Era ADR's General Rules and Procedures.
- If a claim seeks equitable relief (including injunctive relief), the arbitrator will bifurcate the proceeding and rule on liability first, before conducting any proceedings (including discovery) related to the appropriate relief.
- Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it, including but not limited to any documents prepared or produced in connection with the arbitration proceeding, the hearing and/or the arbitration award, will be confidential and will not be disclosed to any third party, except to obtain court confirmation of any arbitration award as needed.
- Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Arbitration Fees. If VSCO is initiating an arbitration against you, VSCO will pay all costs associated with the arbitration, including the entire filing fee. If you are initiating an arbitration against VSCO, you will be responsible for the nonrefundable initial filing fee. If, however, the amount of the initial filing fee is more than you would have to pay to file a complaint in the United States District Court for the Northern District of California (or, for cases where that court would lack original jurisdiction, the California Superior Court, County of San Francisco), VSCO will pay the difference between the initial filing fee

and the amount you would have to pay to file a complaint in Court. VSCO will pay both parties' administrative fee. Otherwise, New Era ADR sets forth fees for its services, which are available at <https://www.neweraadr.com/rules-and-procedures/>.

Authority of Arbitrator. The New Era ADR arbitrator(s) assigned to or chosen for your dispute will have exclusive authority to: (a) determine the scope and enforceability of this Arbitration Agreement; and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. The arbitration proceeding will decide each of your and VSCO's rights and liabilities, if any. The arbitration proceeding will not be consolidated or joined with any other matters or parties. The arbitrator will have the authority to grant motions resolving any claim, to award monetary damages, and to grant any non-monetary remedy or relief available under applicable law, the arbitral forum's rules, and this Agreement, including injunctive relief. The arbitrator will issue a written award and decision describing the essential findings and conclusions underlying any award, including the calculation of any damages. The award of the arbitrator is final and binding upon both you and VSCO.

Waiver of Jury Trial. You and VSCO both waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury, with the exceptions stated in this Arbitration Agreement. If for any reason a dispute proceeds in court rather than in arbitration, you and VSCO each waive any right to a jury trial. An arbitrator can award the same damages and relief as a court and must follow our Arbitration Agreement as a court would.

Waiver of Class or Other Non-Individualized Relief. All disputes, claims, and requests for relief within the scope of this Arbitration Agreement must be arbitrated on an individual basis and not on a class or collective basis. Only individual relief is available. Claims of more than one Creator cannot be arbitrated or consolidated with those of another Creator. If the arbitrator issues a decision that enforcement of these provisions is not applicable to a specific

dispute, claim or request for relief, then only those specific issues will be removed and brought into the state or federal courts of the State of California.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to opt-out@vSCO.co, within 30 days after you create your Account or continue using your Account after receiving notice of this Arbitration Agreement. Maintaining your Account requires you to read and accept these Terms and this Arbitration Agreement. Your notice must include your name and address, your VSCO username (if any), the email address used to set up your Account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement has no effect on any other agreements that you currently have with us, including the rest of these Terms, or may enter in the future with us.

14. ACKNOWLEDGMENT OF IMAGE RECOGNITION TECHNOLOGY

As a part of our Services, we may incorporate a general image recognition technology that compares images that users upload to our platform to a pre-set, pre-curated set of images to suggest tags and an image quality score. This technology does not include, generate, or otherwise process biometric identifiers or biometric information.

15. GENERAL

This section provides important legal information which you should review, including your agreement to receive electronic communications from us.

Assignment. You may not transfer or assign this Agreement, including any rights or licenses granted to you by these Terms. We

may assign or transfer this Agreement without restriction.

Changes to the Agreement. These terms are subject to change at any time. If we make material changes to these Terms, we will provide a new copy of the updated terms on our Services. Any changes will be effective immediately for new Creators and effective for continuing Creators upon the earliest of: (1) thirty (30) days after posting notice of such changes on our Services; (2) thirty (30) days after dispatch of an email notice or notice delivered through an in-app modal of such changes to you; or (3) your consent to the updated Terms, if applicable.

Your continued use of our Services indicates your acceptance of any changes. If you do not agree to any changes after receiving a notice, don't continue using our Services, or close your Account. Please regularly check our Services to view the then-current terms.

Electronic Communications. By using our Services, you agree to receive communications from us or our affiliated companies, including via electronic means. Texts, calls or other messages may be generated by automatic telephone dialing systems. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. You consent to receive communications from VSCO in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications, such as messages delivered through in-app modals that VSCO provides to you electronically satisfy any legal requirement that we are communicating to you in writing. The foregoing does not affect your statutory rights. **If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the Unsubscribe options in the promotional email.**

Limitation Period. You and VSCO both agree that any cause of action arising out of or related to these Terms, our Services or the

content must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Governing Law and Venue. These Terms and any related action will be governed and interpreted by and under the laws of the State of California, consistent with the FAA, other than conflict of laws principles. To the extent you and VSCO are permitted to initiate litigation in a court, you and VSCO both agree that all claims and disputes between you and VSCO will be litigated exclusively in the state or federal courts located in San Francisco County, California.

Notice. If we require that you provide an email address, you must provide us with your most current email address. If the last email address you provided to us is invalid or doesn't deliver our notices, our notice is effective upon dispatch. You can give us notice at the following address: 548 Market Street, Suite 92958, San Francisco, California 94104-5401, Attn: Legal. Notice is effective upon our receipt of delivery by a nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

International Creators. Our Services are controlled and operated from the United States (U.S.) and are directed to individuals, companies, and other entities in the U.S., unless we otherwise specify. We make no guarantees that our Services are appropriate or available for use in other locations. Those who use our Services from other locations do so voluntarily and are responsible for compliance with all applicable U.S. and local laws and regulations. Don't use our Services if you are located or reside in a country or territory subject to an embargo by the U.S. government (including Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, and Luhansk Regions) ("Embargoed Countries") or that has been designated by the U.S. government as a "terrorist supporting" region, or are an individual or entity designated as a blocked or prohibited party by the U.S. government, including (a) designation on the Specially Designated National and Blocked Persons ("SDN") List, (b) Foreign Sanctions Evaders List by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), (c) the Entity List, (d) Denied

Persons List, or (e) Unverified List by the Bureau of Industry and Security of the U.S. Commerce Department (“**BIS**”) (collectively, “**Prohibited Party Lists**”).

Export Control. Our Services are subject to U.S. export control and trade sanctions laws and regulations, which you must comply with. Don’t use, export, import, or transfer our Services (including any technology), except as authorized or approved by U.S. law and any other applicable laws. In particular, our Services may not be exported or re-exported: (a) to any Embargoed Countries; or (b) to any individual or entity on any Prohibited Party Lists. By using our Services, you represent and warrant that you are not located in an Embargoed Country and you are not on any Prohibited Party Lists.

Entire Agreement; Severability. These Terms, together with any amendments and any additional agreements you may enter into with us in connection with our Services, serve as the entire agreement between you and VSCO relating to our Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the remaining valid provisions will be in full force and effect.

No Waiver. No waiver of any term of this Agreement or failure to assert a right or provision will constitute a future or ongoing waiver of such term (or any other term) or such right or provision.

App Stores. If you download and access our Services through the Apple App Store (an “**App Store Sourced Software**”), you will only use the App Store Sourced Software (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple Media Services Terms of Service. If you download and access our Services from the Google Play store (a “**Google Play Sourced Application**”), you may have additional license rights on a shared basis within your designated family group. The availability of our Services are dependent on the App Marketplace from whom you received a software license, e.g., the Apple App Store or Google Play. You

acknowledge that the applicable App Marketplace has no responsibility for furnishing any maintenance and support services with respect to our Services, nor for addressing any claims by you or any third-party relating to the Services, or your possession or use of our Services.

You agree to comply at all times with all terms required by the applicable App Marketplace when using any of our Services, including our mobile app. You acknowledge that the applicable App Marketplace (and its subsidiaries) are third-party beneficiaries of this Agreement.

EXHIBIT J

FEED

STUDIO ↗

CANVAS ↗

PROFILE

SEARCH

LEARN

HUB ↗

PHOTO + VIDEO EDITOR

PHOTOGRAPHY COMMUNITY

BUSINESSES + BRANDS

FEATURES

PLANS + PRICING

YOUR HOME FOR PHOTOGRAPHY

Enhance your work with our video and photo editor, share with an authentic community, and get exposure to brands looking to hire.

TRY FOR FREE

SIGN IN

PHOTO EDITOR ↗

VSCO CANVAS ↗

VSCO SITES ↗

PHOTO PRES

PLANS FOR EVERYONE

VSCO Membership gives every photographer ways to find inspiration, develop a unique style, and discover new creative and professional opportunities.

STARTER

For beginners looking to explore VSCO tools and community

TRY FOR FREE

PLUS

For photographers looking to easily edit and share their photography

TRY FOR FREE

PRO

For professionals looking to work with brands and promote their work

TRY FOR FREE

VSCO HUB

For anyone looking to build a creative team and hire the best photographers

ABOUT VSCO HUB

SIGN UP

LOG IN

https://www.vSCO.co

1/6

- FEED
- STUDIO ↗
- CANVAS ↗
- PROFILE
- SEARCH
- LEARN
- HUB ↗

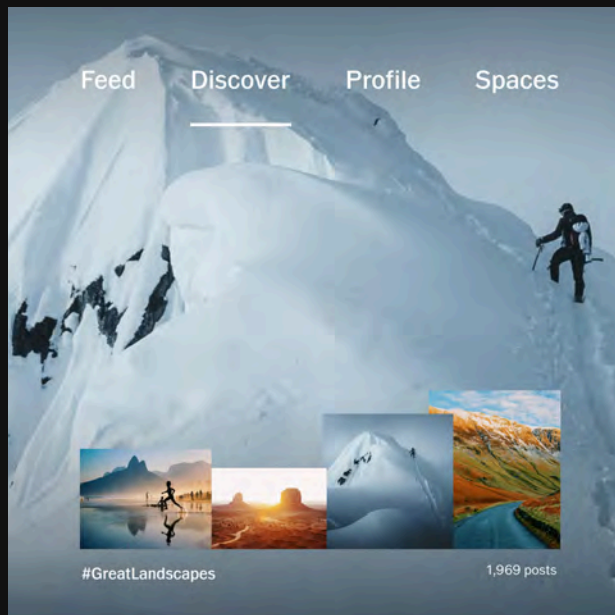
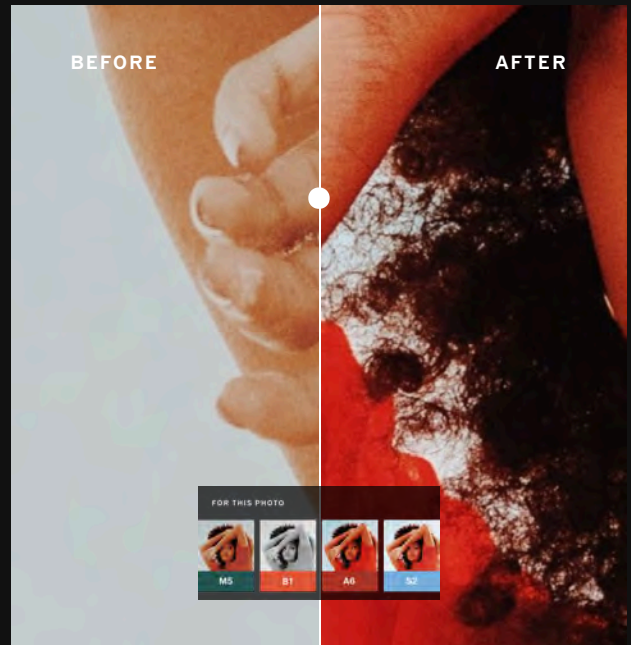
PHOTO EDITING TOOLS

Define your photography style with our full suite of mobile and desktop photo editing tools and photo effects.

Start editing today with free [photo filters](#), and elevate your photos and videos with authentic vintage effects like [Film FX](#) and [Grain](#).

Explore cutting edge tools like [AI-powered Remove](#) for cleaner compositions and [HSL](#) for advanced color control. Use our [photo editor](#) to create layered [photo collages](#) with text and graphics, or add video effects with our advanced [video editor](#).

MORE PHOTO EDITING TOOLS



COMMUNITY PROFILE +

Connect with the VSCO community and share your creative vision with the world.

Curate your photography portfolio with [Galleries](#) that showcase your best work, right on your [profile](#). Tell your stories with [photography blogs](#). Collect and share inspiration by [reposting](#) images, and join [VSCO Spaces](#) to connect with photographers who share your same interests and style.

Expand your creative network and see why VSCO is the home for photographers.

EXPLORE THE VSCO COMMUNITY

SIGN UP

LOG IN

- FEED
- STUDIO ↗
- CANVAS ↗
- PROFILE
- SEARCH
- LEARN
- HUB ↗

BRAND ENGAGEMENT PLATFORM

VSCO photographers get hired and top brands make their vision a reality – all in one place.

Our [Brand Engagement Platform](#) gives our creative community the chance to work with respected brands. Members can get discovered for professional collaborations on [VSCO Hub](#), our AI-assisted platform for hiring photographers. Explore brand partnership opportunities that can inspire our audience of millions to create photos with [Brand Challenges](#), and dive into the photo editing process with a Branded Preset that matches your look.

Get exposure to millions, drive brand engagement, and hire creators on VSCO.

LEARN ABOUT BRAND ENGAGEMENT



FROM THE COMMUNITY

Hand-selected images from our photography community, curated by VSCO.



/ adeib

/ ethanglanger

/ lessaiv

TRY FOR FREE

VSCO COLLECTION

SIGN UP

LOG IN

FEED

STUDIO ↗

CANVAS ↗

PROFILE

SEARCH

LEARN

HUB ↗

MEMBERSHIP


CALLING ALL PHOTOGRAPHERS

READ MORE

INTRODUCING VSCO CANVAS

MOODBOARD YOUR NEXT PHOTOSHOOT

T



Sarah

LEARN MORE

TRY FOR FREE

ALL FEATURES

SIGN UP

LOG IN

- FEED
- STUDIO ↗
- CANVAS ↗
- PROFILE
- SEARCH
- LEARN
- HUB ↗

GET HELP

Get help from humans, frequently ask questions, and share your feedback here.

[CUSTOMER SUPPORT ↗](#)

WHAT'S NEW

Stay up-to-date on the latest features, fixes and updates at VSCO.

[RELEASE NOTES ↗](#)

DOWNLOAD VSCO

VSCO is a mobile photo editor app for iOS and Android and online photo editor on desktop for Mac and Windows PC.









COMPANY

- [About VSCO](#)
- [Products](#)
- [Plans](#)

FEATURES

- [What's New](#)
- [Photo Editor](#)
- [Mobile App](#)

COMMUNITY


- [Photographer Stories](#)
- [Learn](#)
- [Guidelines](#)


GUIDES


- [Photography Basics](#)
- [Photography Tips and Techniques](#)


[SIGN UP](#)


[LOG IN](#)


VSCO


FEED


STUDIO ↗

CANVAS ↗

PROFILE

SEARCH

LEARN

HUB ↗

Careers

Press

Photo Filters

Creative Community

VSCO Hub

VSCO Canvas

Safety


Support

Forum

Photography Guides

Curated Photo Collections

Photography Business

VSCO

TRY FOR FREE

DOWNLOAD NOW

Terms of Use

VSCO Hub Agreement

Privacy Policy

Cookie Settings

Copyright 2025 VSCO. All rights reserved.

SIGN UP

LOG IN

EXHIBIT K

ine - <https://web.archive.org/web/20240710205839/https://www.vSCO.co/>

VSCO

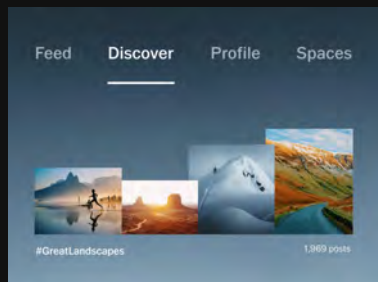
Community, tools, and exposure
for photographers.

JOIN FOR FREE

SIGN IN

COMMUNITY PROFILE

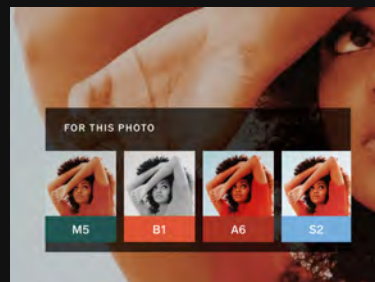
Get inspired, share your vision, and
connect with a global community of
photographers.



COMMUNITY + PROFILE ↗

+ QUALITY CREATIVE TOOLS

Mobile and desktop photo editing
tools to help you define and express
your photography style.



CREATIVE TOOLS ↗

VSCO HUB FOR WORK

Smart job matching for businesses
looking to hire a photographer for their
next project or campaign.



VSCO HUB ↗

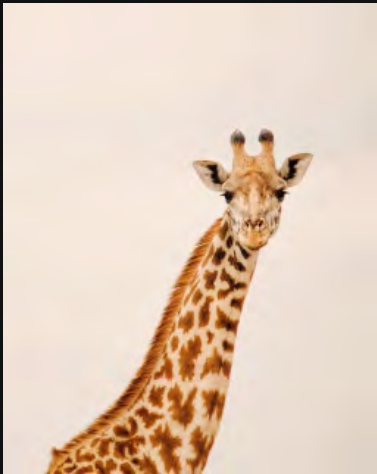
JOIN VSCO FOR CREATORS

JOIN VSCO FOR BUSINESS

FROM COMMUNITY

THE

Hand-selected by our curators at VSCO



/ rachelweider



/ natalieallenco



/ eri

JOIN FOR FREE

VSCO COLLECTION

MEMBERSHIP

CALLING ALL PHOTOGRAPHERS

READ MORE

INTRODUCING

ANALOG PRESET SE

A1 PRO

A9 PRO

LEARN MORE

JOIN FOR FREE

ALL FEATURES

GET HELP

Get help from humans, frequently ask questions, and share your feedback here.

CUSTOMER SUPPORT ↗

WHAT'S NEW

Stay up-to-date on the latest features, fixes and updates at VSCO.

RELEASE NOTES ↗

DOWNLOAD VSCO

VSCO is a mobile app for iOS and Android and a web app for desktop on Mac and PC.



FOR ALL PHOTOGRAPHERS

JOIN FOR FREE

SIGN IN

EXHIBIT L

hine - <https://web.archive.org/web/20230930223048/https://www.vSCO.co/>

HERE FOR YOUR CREATIVE JOURNEY

Professional-grade presets, quality photo and video tools, and a world-class creative community.

SEE FEATURES



► FROM THE COMMUNITY



HERE FOR CREATIVE JOURNEY

SEE MORE

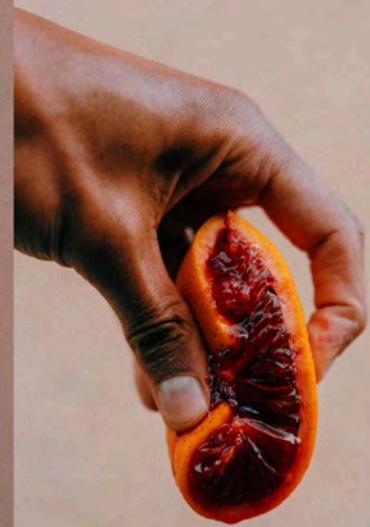
SUPPORT YOUR CREATIVE PROCESS


Edit your photos with top quality presets and precise editing tools, across your devices

Share work with an engaged community, free from the pressure of likes or follower counts.

Collect inspiration from talented creators all over the world.

VIEW PLANS





VSCO

Copyright 2023 VSCO. All rights reserved

Company

[About Us](#)

[Our Product](#)

[Plans](#)

[Careers](#)

Community

[Guidelines](#)

[Safety](#)

[Support](#)

[Forum](#)

Legal

[Terms of Use](#)

[Privacy Policy](#)

[Cookie Notice](#)

[Cookie Settings](#)

Contact

[Brands](#)

[Press](#)

EXHIBIT M

**VSCO: Photo & Video Editor**

Experiment with 200+ high-quality filters

DOWNLOAD



vSCO

[The VSCO Help Center](#) > [Getting Started](#) > [Creating Your Account](#)

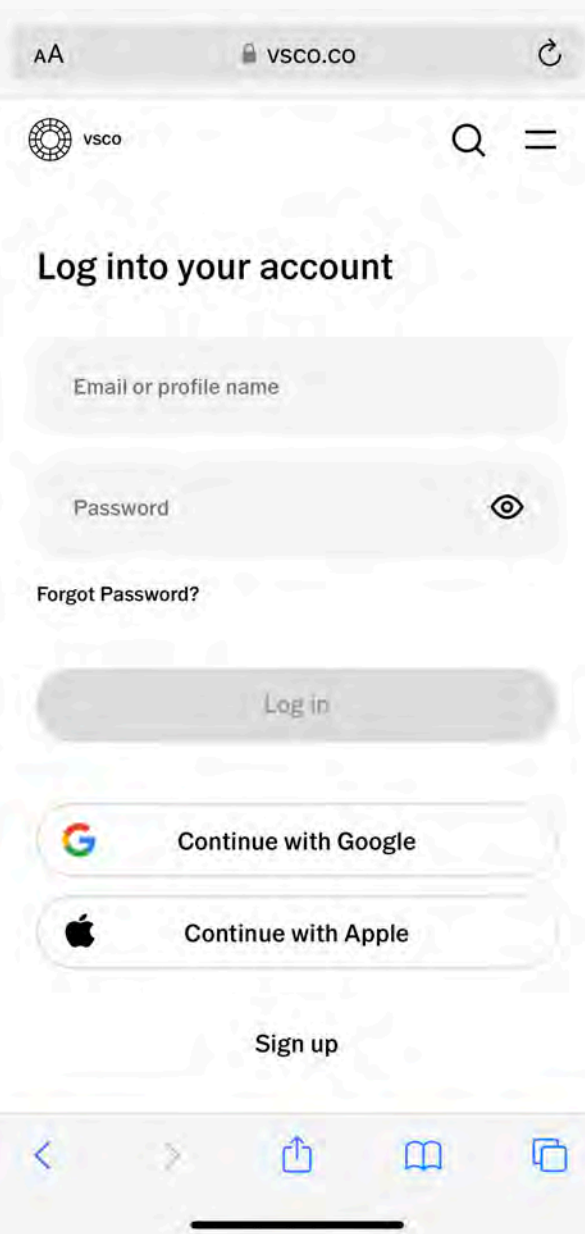
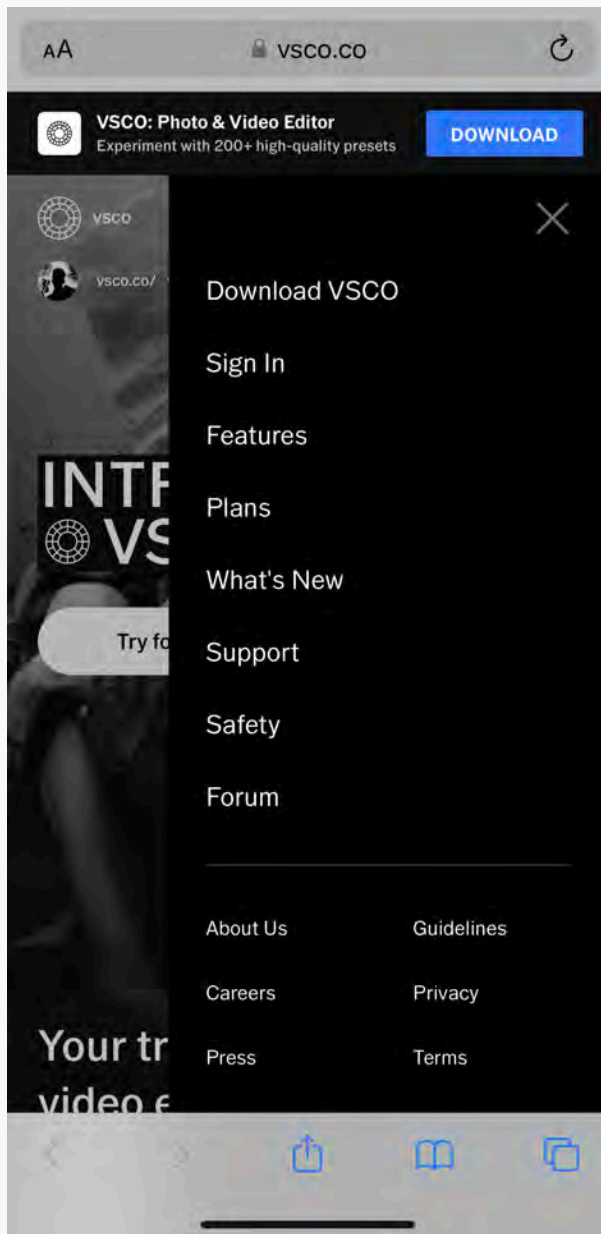
Search

How to create a VSCO account through the web

You can now create a VSCO account through the web on a mobile or desktop browser. After the account has been created, you could also subscribe to the membership at: <https://vSCO.co/subscribe/start> (*Subscribing to VSCO membership on web is currently only available in the US and select countries. If you are unable to subscribe on the web, you can subscribe to a VSCO membership through our app.*)

Instructions:

1. Go to vSCO.co on either a mobile/desktop browser.
2. Tap the "more menu" (top-right corner for mobile browsers).
3. Tap Sign-in.
4. Tap Sign-up.
5. Enter all required fields to create an account (Email, Password, Profile Name, and Birthday), then tap Sign-up.
6. Check your email to verify the newly created account.
7. Go back to your sign-up session, then tap Check verification.
8. Newly created VSCO account will now launch.



AA VSCO.CO

VSCO

Sign up for an account

Email

Password




Sign up

Continue with Google

Continue with Apple

Log in

By signing up, you agree to VSCO's

< >   

VSCO.CO

VSCO

Sign up for an account

Email

Password

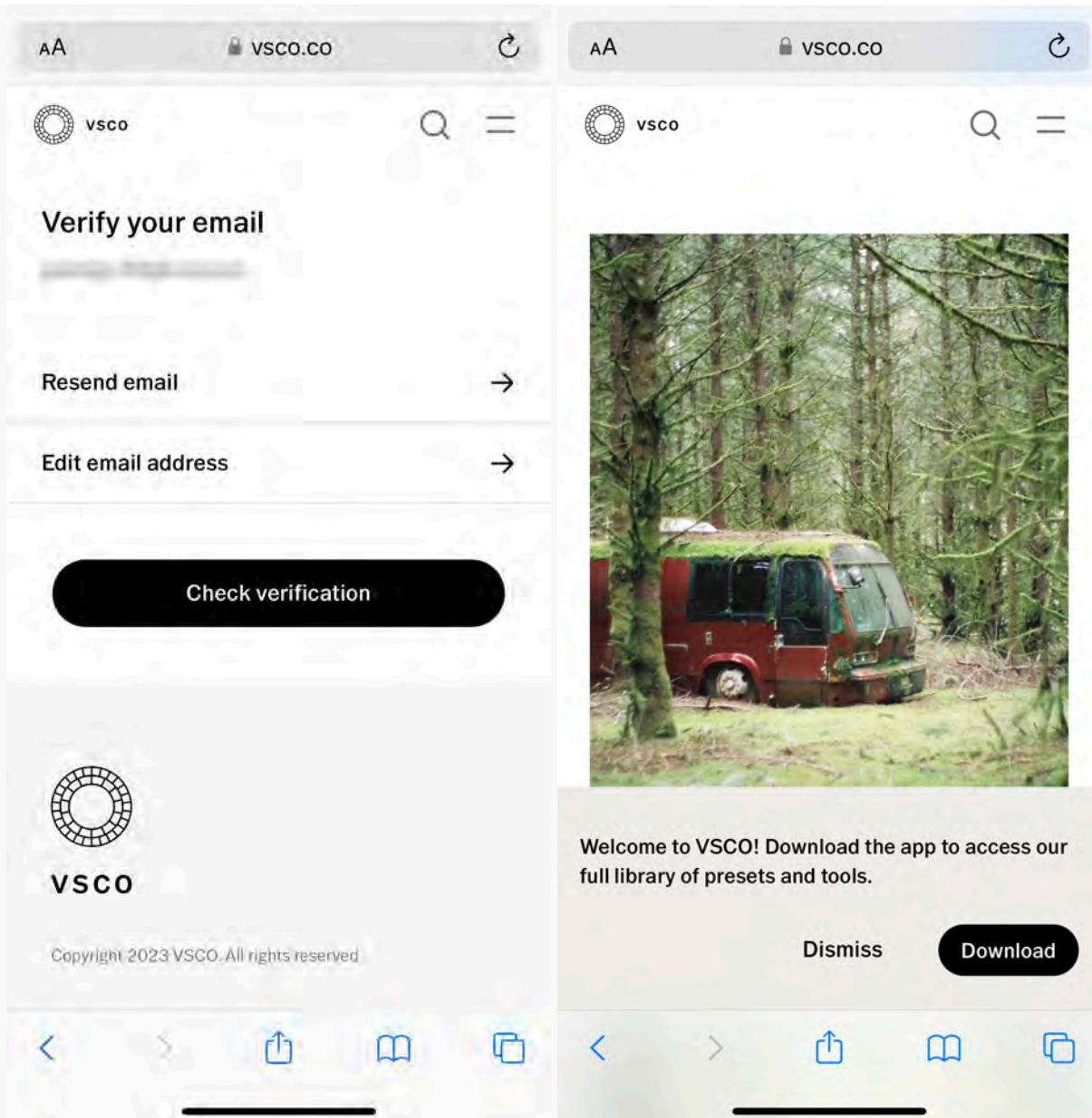
Profile name

Birthday

Sign up

Log in

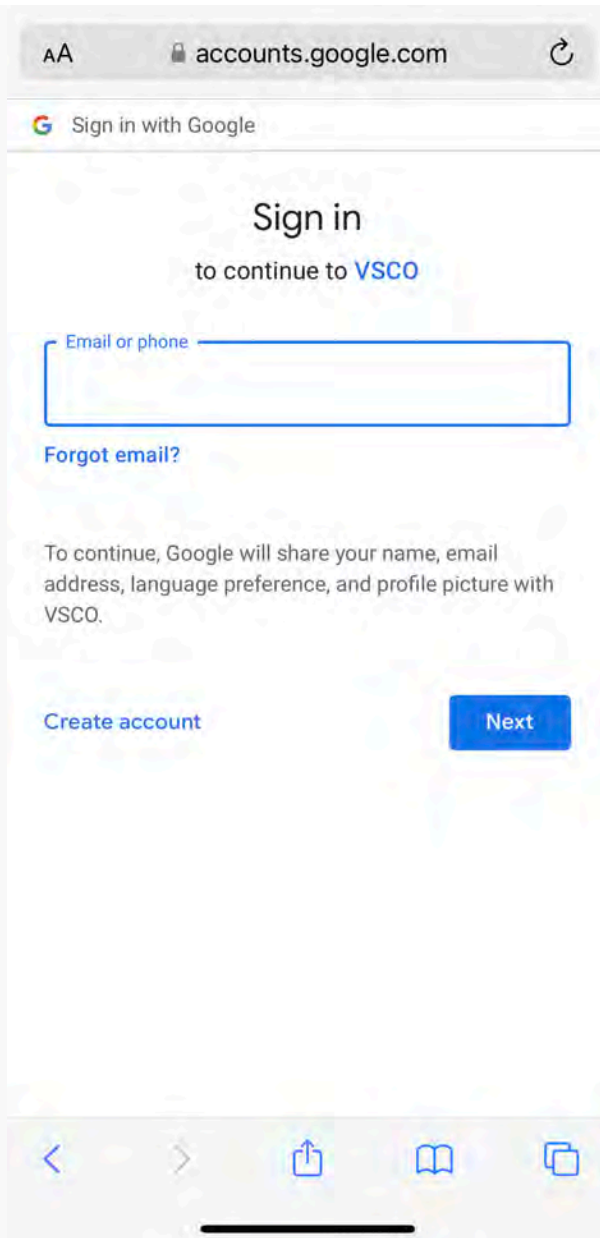
By signing up, you agree to VSCO's
Terms of Use & Privacy Policy



You could also create a VSCO account through SSO.

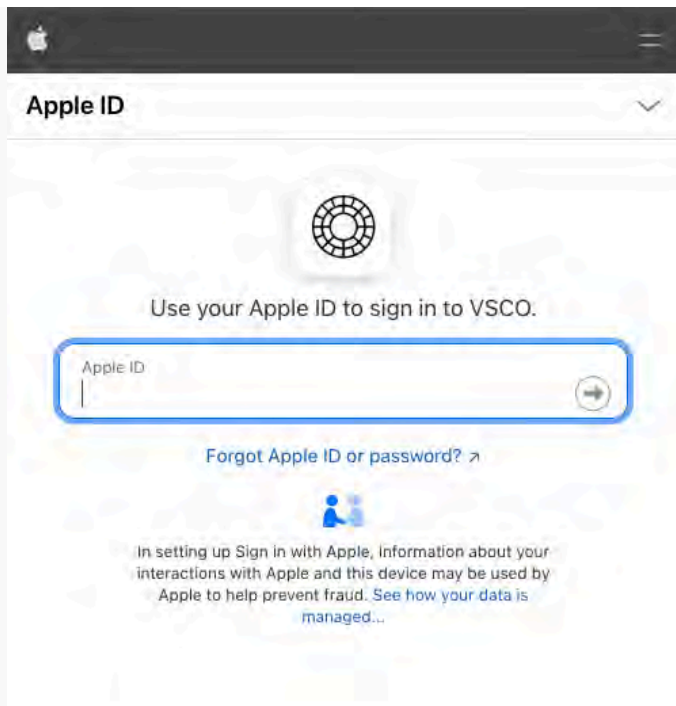
Google:

1. Select Continue With Google.
2. Enter your Gmail account email.
3. Select Next to create the account.



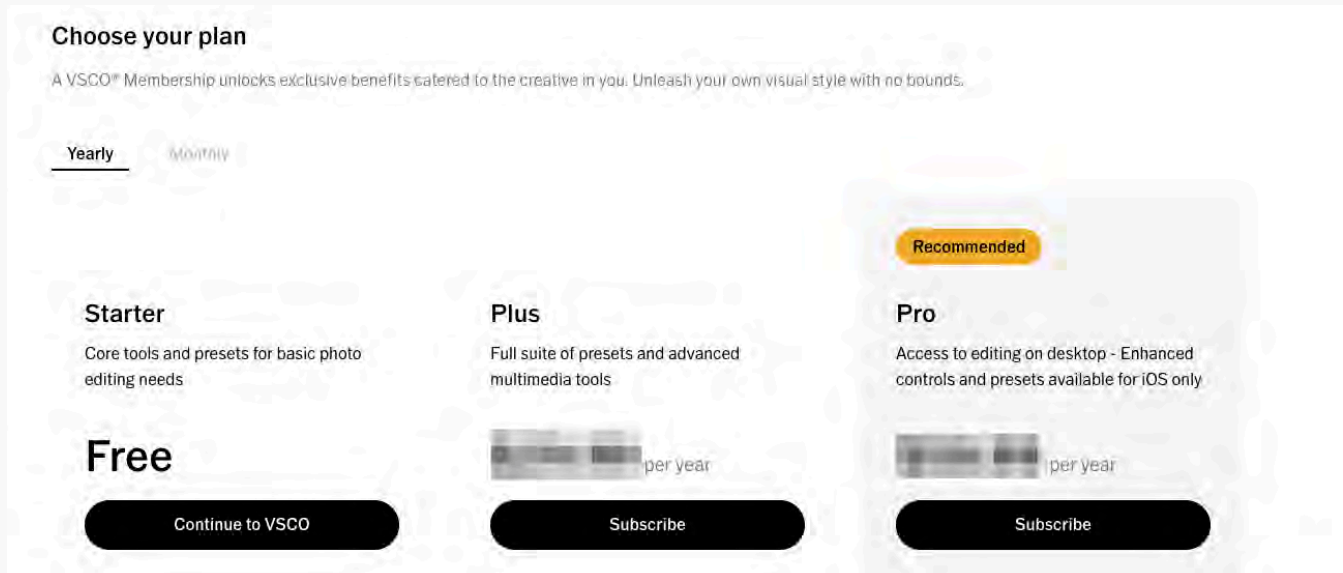
Apple:

1. Select Continue with Apple.
2. Enter your registered Apple ID email to create the account.



How to purchase a membership through the web (*Subscribing to VSCO membership on web is currently only available in the US and select countries. If you are unable to subscribe on the web, you can subscribe to a VSCO membership through our app.*):

1. Go to <https://vSCO.co/subscribe/start>.
2. Choose a plan, then select Subscribe.
3. Sign into your VSCO account.
4. Enter the required fields to start your trial.



AA VSCO.co

VSCO


Log into your account


Email or profile name

Password




Forgot Password?

Log in

 Continue with Google

 Continue with Apple

Sign up

< >   

← Details

Payment method

Card Cash App Pay

Card information

1234 1234 1234 1234 VISA

MM / YY CVC

Name on card

Billing address

United States

Address

[Enter address manually](#)

Start trial

By placing your order, you agree to our [terms of service](#) and [privacy policy](#).

After your trial ends, you will be charged \$59.99 per year starting August 17, 2023. You can always cancel before then.

Powered by stripe

Was this article helpful?

11 out of 33 found this helpful

Have more questions? [Submit a request](#)

Related Articles

How to create a
VSCO account

Create a VSCO
Account (Android)

Create a VSCO
Account (iOS)

Recently Viewed Articles

How to create a
VSCO account

Private profiles on
VSCO

Visit the community.

Have a feature request? Want to interact with other creators on VSCO and the VSCO team?

[Visit the Community](#)



VSCO

[TRY FOR FREE](#)

[DOWNLOAD NOW](#)

COMPANY

[About VSCO](#)

Products

Plans

Careers

Press

FEATURES

What's New

Photo Editor

Mobile App

Photo Filters

Creative Community

VSCO Hub

VSCO Canvas

COMMUNITY

Photographer Stories

Learn

Guidelines

Safety

Support

Forum

GUIDES

Photography Basics

Photography Tips and Techniques

Photography Guides

Curated Photo Collections

Photography Business

[Terms of Use](#)

[VSCO Hub Agreement](#)

[Privacy Policy](#)

[Cookie Settings](#)

Copyright 2025 VSCO. All rights reserved.

EXHIBIT N

EXHIBIT O



PLANS FOR ALL PHOTOGRAPHERS

Invest in your creativity with VSCO Membership. Join our global community of photographers and creators today.

Are you a business? [Click here](#) to learn more about VSCO Hub Business plans to hire photographers.

Yearly

Monthly

Recommended

Pro

Elevate your skills and promote your professional work. (Available on iOS and desktop only)

\$5.00/month (\$59.99 billed annually)

Subscribe

Everything in Plus, and:

- ✓ Full suite of tools on mobile and desktop
- ✓ Pro presets with refined controls
- ✓ Adobe Lightroom integration

- ✓ Cloud sync across devices
- ✓ Professional profile with work details
- ✓ Portfolio website to showcase your work
- ✓ Organize your photography with Galleries
- ✓ Share professional work using secure Client Spaces
- ✓ Tell stories with photography Blogs
- ✓ Uninterrupted experience without third party ads
- ✓ Create and share moodboards with VSCO Canvas.
50 Projects + 500 monthly generation credits.

Plus

Discover your creativity and share your photography.

\$2.50/month (\$29.99 billed annually)

[Subscribe](#)

Everything in Starter, and:

- ✓ 200+ presets and advanced mobile editing tools
- ✓ Unlimited recipes to recreate your favorite looks
- ✓ Create and edit video

- ✓ Full community access
- ✓ Public profile to showcase your identity
- ✓ Create your own VSCO Spaces
- ✓ Engage in discussions
- ✓ Create and share moodboards with VSCO Canvas.
1 Project + 250 monthly generation credits.

Starter

Explore your creativity and the VSCO community.

Free

[Continue to VSCO](#)

Get started with:

- ✓ 15 presets and standard mobile editing tools
- ✓ 1 recipe to recreate your favorite look
- ✓ Public profile to post your work
- ✓ Browse and follow the community and VSCO Spaces

- ✓ Create and share moodboards with VSCO Canvas.
1 Project + 100 lifetime generation credits.



VSCO

TRY FOR FREE

DOWNLOAD NOW

COMPANY

About VSCO

Products

Plans

Careers

Press

FEATURES

What's New

Photo Editor

Mobile App

Photo Filters

Creative Community

VSCO Hub

VSCO Canvas

COMMUNITY

[Photographer Stories](#)

[Learn](#)

[Guidelines](#)

[Safety](#)

[Support](#)

[Forum](#)

GUIDES

[Photography Basics](#)

[Photography Tips and Techniques](#)

[Photography Guides](#)

[Curated Photo Collections](#)

[Photography Business](#)

[Terms of Use](#)

[VSCO Hub Agreement](#)

[Privacy Policy](#)

[Cookie Settings](#)

Copyright 2025 VSCO. All rights reserved

EXHIBIT P

**VSCO: Photo & Video Editor**

Experiment with 200+ high-quality filters

DOWNLOAD[The VSCO Help Center](#) > [Getting Started](#) > [Navigating VSCO](#)

Search

Searching on VSCO

Discover the undiscovered on VSCO through VSCO Search. Find inspiration, develop your unique style, make meaningful connections with other creators, and discover new opportunities with millions across our global community.

With VSCO Search, you can search for people and images on VSCO using relevant keywords or hashtags. When you find creators that inspire you, you can then follow them to have a feed full of new inspiration every day. See below for instructions on how to search on [the VSCO App](#) or on [a web browser](#).

Safety is at the core of VSCO, and ensuring that our community is safe is our top priority. For that reason, a VSCO account is required to have full access to our community and use the search feature. If you do not already have an account and want to discover what the VSCO Community has to offer check out our article on [how to create a VSCO account](#).

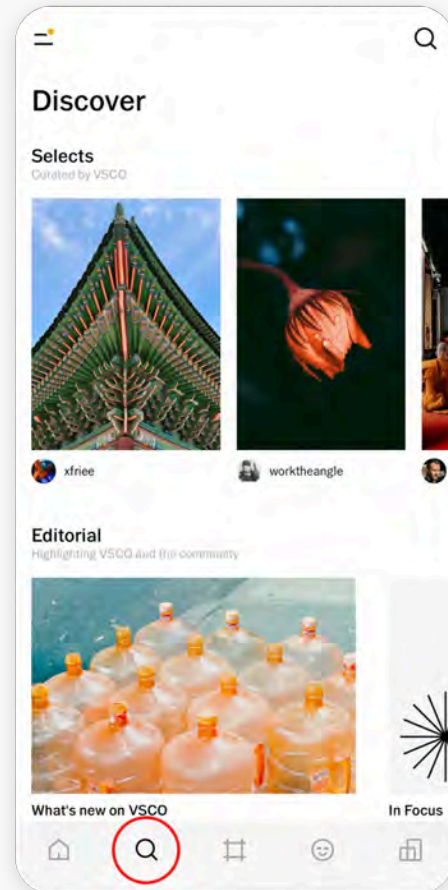
[How to Search on the VSCO App](#)[How to Search on vsco.co](#)[FAQs](#)

How to Search on the VSCO App

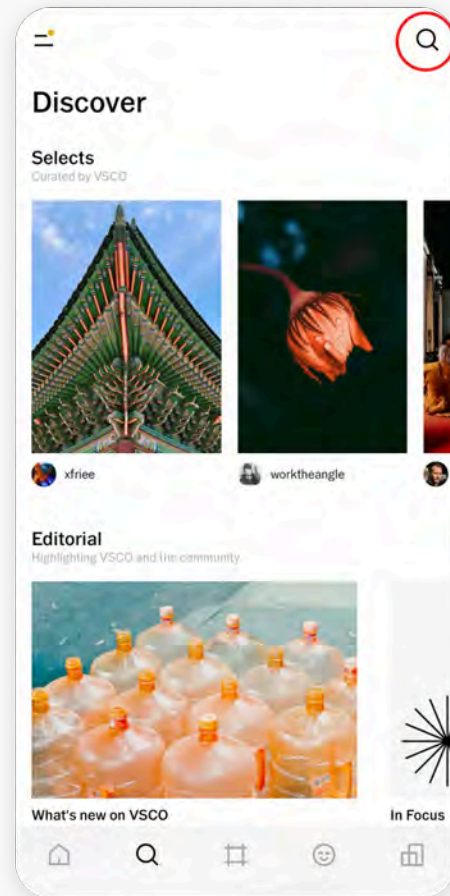
1. Log into your account on the VSCO App

2. Navigate to the magnifying glass icon in the menu at the bottom of your App. This will take you to our Discover page where our search feature is located.

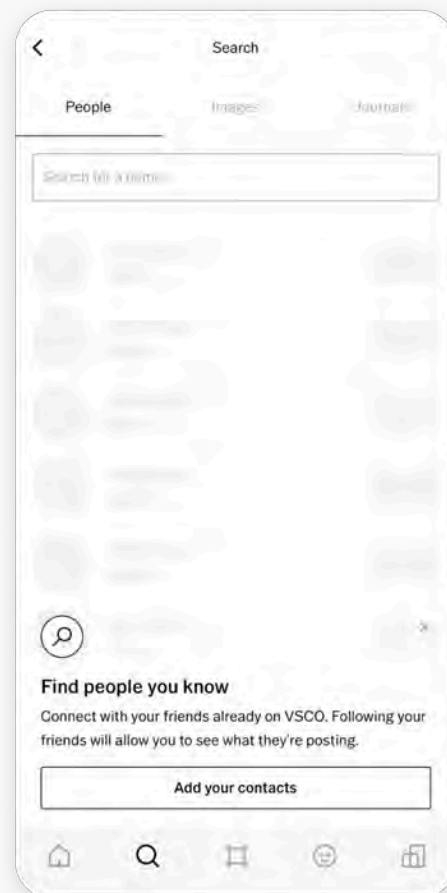
The Discover section also has other ways to find inspiration with photos curated by VSCO, editorials, collections, creative prompts, and suggested images based on the things you have favorited.



3. To get to the search feature, navigate to the magnifying glass icon that is in the **top right corner** of the Discover section.



4. Here you can input keywords or hashtags to search people, images, or journals. You can also add your contacts to connect with friends you know that might already have a VSCO.

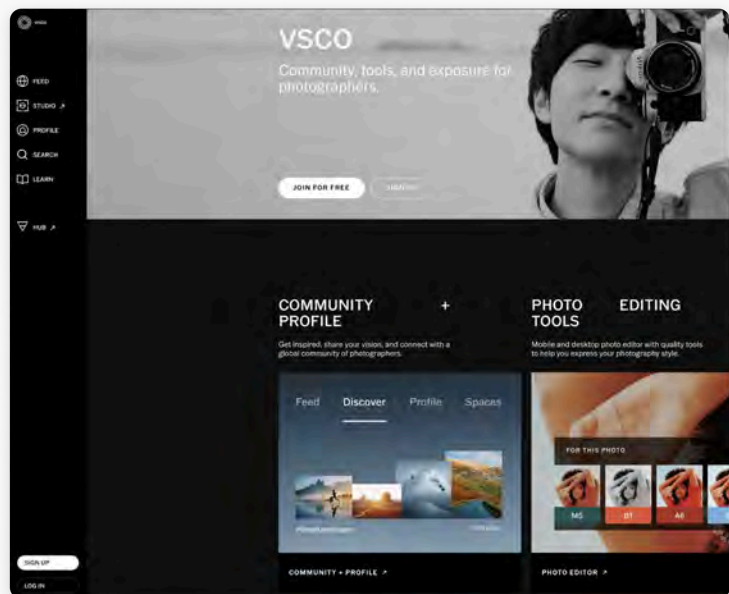


How to Search on vsco.co

1. Access vsco.co through any mobile or desktop web browser.

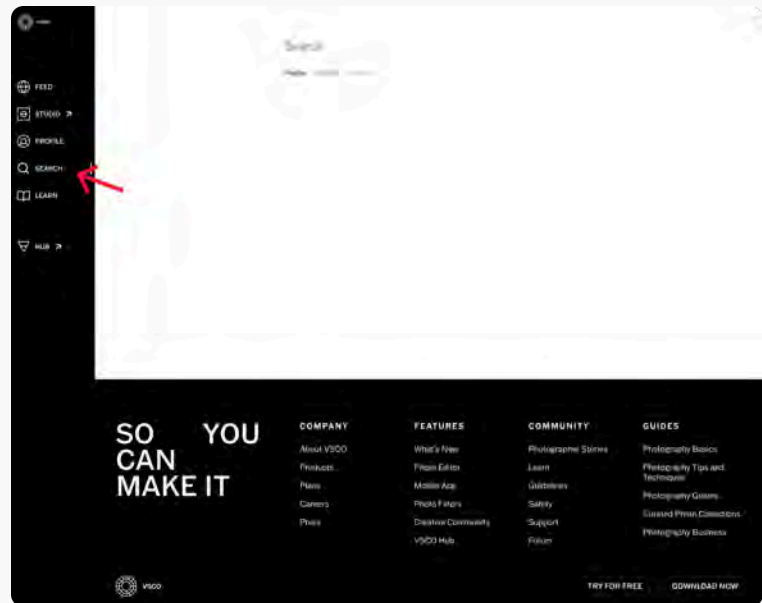
2. If you already have a VSCO account select “Sign In” to log into your account using your registered email or profile name and password.

3. If you do not have a VSCO account, select either “Join for Free” at the top of your screen or “Sign Up” in the bottom left hand corner to create a free account.



4. Once logged in, navigate to the “Search” icon on the left hand navigation menu.

5. Here you can input keywords or hashtags to search people, images, or journals.



FAQs

Can anyone search on VSCO?

For the safety of our VSCO Community a VSCO account is required to use the search feature. If you do not already have an account and want to discover what the VSCO Community has to offer check out our article on [how to create a VSCO account](#).

Can I remove myself from search results?

VSCO currently does not offer private profiles or the ability to remove yourself from search results. If you'd like to post content to your VSCO that does not appear in search check out our Private Spaces feature.

If I block someone can they search my profile?

A creator you block cannot follow you, message you, join a Space you've created, view content on your profile, or interact with your content anywhere on the platform. Currently blocking does not remove your profile from the search results of a creator you block.

Last Updated Aug 13, 2024

Was this article helpful?

33 out of 288 found this helpful

Yes

No

Have more questions? [Submit a request](#)

Related Articles

How Do I Find My Friends?

How do I access a copy of my personal data on VSCO?

Private profiles on VSCO

Recently Viewed Articles

How to Publish and Share Your Images on VSCO

How to use VSCO

How to create a VSCO account through the web

Visit the community.

Have a feature request? Want to interact with other creators on VSCO and the VSCO team?



Visit the Community



VSCO

TRY FOR FREE

DOWNLOAD NOW

COMPANY

About VSCO

Products

Plans

Careers

Press

FEATURES

What's New

Photo Editor

Mobile App

Photo Filters

Creative Community

VSCO Hub

VSCO Canvas

COMMUNITY

Photographer Stories

Learn

Guidelines

Safety

Support

Forum

GUIDES

Photography Basics

Photography Tips and Techniques

Photography Guides

Curated Photo Collections

Photography Business

Terms of Use

VSCO Hub Agreement

Privacy Policy

Cookie Settings

EXHIBIT Q

 FEED

 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

ABOUT VSCO

JOIN FOR FREE

SIGN IN



SIGN UP

LOG IN

 FEED STUDIO ↗

CANVAS ↗

 PROFILE SEARCH LEARN HUB ↗

WHAT IS VSCO (PRONOUNCED VIS—CO)

VSCO, the Visual Supply Company, is a community-driven platform that equips photographers with the tools, community, and exposure they need to expand creatively and professionally.

We empower photographers to connect with other creatives and businesses with our suite of creative tools that spans from



/ natekang

SIGN UP

LOG IN

mobile to
desktop and
across our
global
community.

 FEED

 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗



/ afilmcosmos

At VSCO, we place human creativity at the heart of new technology. Our editing, community, and business tools honor and elevate the timelessness of the creative process while enabling our members to find success in

SIGN UP

LOG IN

exciting and
innovative
ways.

VSCO
maintains a rich
and authentic
creative
environment
that serves
photographers
at all levels –
preserving a
home for
creative
opportunity,
inspiration, and
connection.

 FEED


 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

SIGN UP

LOG IN

 FEED STUDIO ↗

CANVAS ↗

 PROFILE SEARCH LEARN HUB ↗

SIGN UP

LOG IN

VSCO
Membership is
an investment
in creativity.
With the
support of our
members, we
grow and evolve
VSCO to better
serve our global
community of
photographers.



/ leehahn

Over the past
decade,
Membership
has expanded
to equip
photographers
with a platform
not only for
creating, but
also building
community and
showcasing
their work,

creatively and
professionally.


Learn more
about
[Membership](#)
here.

 FEED

 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

PRESS

For press inquiries,
email us.

PRESS@VSCO.CO ↗

JOBS

VSCO is hiring.
Visit our
careers page
to learn more
about our open
roles.

[CAREERS](#) ↗

CONTACT

For questions
regarding how we
partner with brands
and businesses, email
us.

BRANDS@VSCO.CO ↗

[SIGN UP](#)

[LOG IN](#)

FOR ALL PHOTOGRAPHERS

 FEED

 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

JOIN FOR FREE

SIGN IN



VSCO

TRY FOR FREE

DOWNLOAD NOW

SIGN UP

LOG IN

COMPANY

About VSCO

Products

Plans

Careers


Press

 FEED

 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

FEATURES

What's New

Photo Editor

Mobile App

Photo Filters

Creative Community

VSCO Hub

VSCO Canvas

COMMUNITY

Photographer Stories

Learn

Guidelines

Safety

Support

Forum

SIGN UP

LOG IN

GUIDES



Photography Basics

Photography Tips and Techniques

Photography Guides

Curated Photo Collections

Photography Business



FEED



STUDIO ↗



CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

Terms of Use

VSCO Hub Agreement

Privacy Policy

Cookie Settings

Copyright 2025 VSCO. All rights reserved.

SIGN UP

LOG IN

EXHIBIT R



VSCO

Creator Experience Manager

[Apply](#)

 San Francisco, CA / Remote

About VSCO

VSCO (pronounced vis-co) is a platform that equips photographers with the tools, community, and exposure they need to expand creatively and professionally. VSCO maintains a rich and authentic creative environment that serves photographers at all levels – preserving a home for creative opportunity, inspiration, and connection.

At VSCO, our mission is to nurture creativity so you can make it. We empower photographers to connect with other creatives and businesses with our suite of creative tools that spans from mobile to desktop and across our global community. We are looking for humble overachievers and self-starters who are naturally curious, highly organized, and thrive in a fast-paced, ever-changing environment. We foster a culture of collaboration, inclusion, ambition, and progress.

About you

We are looking for an experienced Creator Experience Manager to lead and scale our support efforts for our fast-growing, thriving community of creators. You will be responsible for managing a team of support agents, ensuring the quality of our communication, optimizing tools and processes to ensure a seamless customer experience, and defining and achieving key success metrics. You will also collaborate closely with our Product, QA, and Engineering teams to proactively share insights from our community and recommend impactful solutions.

As a Creator Experience Manager, you will be the primary advocate for our creators, ensuring they receive exceptional support and guidance throughout their journey with VSCO. You are a natural problem solver who thrives on improving customer experiences and finding opportunities to elevate our platform. You approach every interaction with empathy, professionalism, and sound judgment, even in sensitive situations. With strong communication and documentation skills, you ensure clarity and consistency in all your work. Above all, you care deeply about VSCO's community and are passionate about supporting growth and success.

The day-to-day

- Engage with customers across multiple channels to understand needs, resolve issues, and drive product adoption using tools like Zendesk, Intercom, and Salesforce.
- Manage a team of support agents, providing feedback, prioritizing support requests, and ensuring timely, high-quality customer communication.
- Develop and nurture strong relationships with key customers by providing personalized guidance and support tailored to their needs.
- Utilize automation and AI tools to streamline workflows and improve support efficiency.
- Gather, analyze, and communicate customer feedback and insights to influence the product roadmap and improve user experience.
- Develop onboarding programs, training materials, and support resources, ensuring easy access to FAQs and educational content.
- Define, track, and report on customer success metrics, such as adoption rates, satisfaction scores (CSAT), and retention, to assess team performance and drive continuous improvements.
- Drive retention by proactively identifying at-risk customers and implementing outreach strategies to ensure long-term satisfaction.
- Collaborate with cross-functional teams to identify patterns, address large-scale issues, and develop impactful solutions for VSCO's creative community.
- Monitor tools, workflows, and success systems to identify opportunities for optimization and ensure a seamless, efficient customer experience.
- This role requires flexibility to triage during evenings, weekends, and on-call scheduling to provide timely and reliable support for our global, creative community.

Qualifications

- 5+ years of experience in customer experience, including 3+ years managing a customer success function, ideally in the consumer/SaaS industry.
- Strong interpersonal and communication skills with the ability to build rapport, empathize with diverse customer profiles, and handle sensitive situations with sound judgment.
- Experience implementing automation tools and AI-driven solutions to enhance customer support efficiency and scalability.
- Experience monitoring, analyzing, and reporting on trends, using data to drive informed decisions and improvements.
- Keen attention to detail, ensuring clarity and consistency in communication and documentation.
- Proficiency with CRM software (e.g., Salesforce, Zendesk), with experience optimizing workflows and driving customer success strategies.

- Highly self-motivated with a strong sense of accountability, initiative, and the ability to thrive both independently and in a collaborative team environment.
- Excellent internal stakeholder management skills with the ability to propose concise recommendations, create alignment, and document the path forward.
- Most importantly, you have a growth mindset, embrace change, and practice with kindness, humility, compassion, integrity, and levity.

Nice to have

- An understanding of photography basics.
- A background in customer retention strategies or subscription-based products.

Job Perks

- A virtual first workplace with bi-annual company-wide travel events to connect and play
- Competitive Salary & Equity
- Healthcare insurance, vision, dental insurance for employees and families
- Flexible Time Off
- Company-paid parental, medical and caregiver leave

Why VSCO?

We value the creative process and our employees' opinions — input is encouraged, regardless of your position or title. We want to work with people who are driven and demonstrate initiative in taking our mission to the next level.

We believe in building a safe place for creative expression and celebrating that which makes us human, welcoming unique and personal backgrounds and experiences. We're proud to foster diverse perspectives within VSCO as we continue to build an inclusive culture.

Compensation

The base salary for this position will vary based on several factors, such as relevant experience, location and your approved internal leveling assessed during the interview process. The base salary range for this role is \$115,000 - \$125,000. Salary is one component of our total compensation package. This position also qualifies for equity (i.e. stock options) and is eligible for discretionary bonuses based on performance. The benefits available for this position include flexible time off, a 401K retirement plan, insurance (medical, dental, vision, life/AD&D, short and long term disability), and 11 paid holidays. We also provide paid sick time as required by state and local law. Additional benefits and perks contained in our standard employee benefits package are also offered for this position.

Please note:



The application window for this role will be open until at least 3/3/2025. This opportunity will remain online based on business needs which may be before or after the specified date.

Be careful of fraudulent job posts.

If you receive outreach from someone claiming to work for VSCO, please verify they are communicating through the proper channels (vSCO.co email domain or through Greenhouse).

Note that VSCO will never ask for financial information or sensitive personal information during the application process.

Apply for this job

* indicates a required field

First Name *

Last Name *

Email *

Phone *

Resume/CV *

Attach

Dropbox

Google Drive

Enter manually

Accepted file types: pdf, doc, docx, txt, rtf



Cover Letter

Attach

Dropbox

Google Drive

Enter manually

Accepted file types: pdf, doc, docx, txt, rtf

LinkedIn Profile

Website

How did you hear about this job?

What are your pronouns?

Select...



(Optional, if "other" is selected above) My pronouns are

Location *

Why do you want to join the customer success team at VSCO? *

Will you now or in the future require employment-based visa sponsorship?

Select...



What do you believe is the key to delivering exceptional customer support, and why? *

Do you live in any of the following states?: California, Colorado, Washington D.C., Florida, Georgia, Illinois, Maryland, New Jersey, New York, North Carolina, Oregon, Tennessee, Texas, Washington *

Select...



"By submitting your application, you acknowledge and agree to our Privacy Notice for job applicants" *

☐ Confirm

[Privacy Notice for job applicants](#)

Do you live in one of these two areas: San Francisco Bay Area or Atlanta? *

Select...



Voluntary Self-Identification

For government reporting purposes, we ask candidates to respond to the below self-identification survey. Completion of the form is entirely voluntary. Whatever your decision, it will not be considered in the hiring process or thereafter. Any information that you do provide will be recorded and maintained in a confidential file.

As set forth in VSCO's Equal Employment Opportunity policy, we do not discriminate on the basis of any protected group status under any applicable law.

Gender

Select...



Are you Hispanic/Latino?

Select...



[Race & Ethnicity Definitions](#)

If you believe you belong to any of the categories of protected veterans listed below, please indicate by making the appropriate selection. As a government contractor subject to the

Vietnam Era Veterans Readjustment Assistance Act (VEVRAA), we request this information in order to measure the effectiveness of the outreach and positive recruitment efforts we undertake pursuant to VEVRAA. Classification of protected categories is as follows:

A "disabled veteran" is one of the following: a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or a person who was discharged or released from active duty because of a service-connected disability.

A "recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.

An "active duty wartime or campaign badge veteran" means a veteran who served on active duty in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

An "Armed forces service medal veteran" means a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Veteran Status

Select...



Voluntary Self-Identification of Disability

Form CC-305

Page 1 of 1

OMB Control Number 1250-0005

Expires 04/30/2026

Why are you being asked to complete this form?

We are a federal contractor or subcontractor. The law requires us to provide equal employment opportunity to qualified people with disabilities. We have a goal of having at least 7% of our workers as people with disabilities. The law says we must measure our progress towards this goal. To do this, we must ask applicants and employees if they have a disability or have ever had one. People can become disabled, so we need to ask this question at least every five years.

Completing this form is voluntary, and we hope that you will choose to do so. Your answer is confidential. No one who makes hiring decisions will see it. Your decision to complete the form and your answer will not harm you in any way. If you want to learn more about the law or this form, visit the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) website at www.dol.gov/ofccp.

How do you know if you have a disability?

A disability is a condition that substantially limits one or more of your "major life activities." If you have or have ever had such a condition, you are a person with a disability. **Disabilities include, but are not limited to:**

- Alcohol or other substance use disorder (not currently using drugs illegally)
- Autoimmune disorder, for example, lupus, fibromyalgia, rheumatoid arthritis, HIV/AIDS
- Blind or low vision
- Cancer (past or present)
- Cardiovascular or heart disease
- Celiac disease
- Cerebral palsy
- Deaf or serious difficulty hearing
- Diabetes
- Disfigurement, for example, disfigurement caused by burns, wounds, accidents, or congenital disorders
- Epilepsy or other seizure disorder
- Gastrointestinal disorders, for example, Crohn's Disease, irritable bowel syndrome
- Intellectual or developmental disability
- Mental health conditions, for example, depression, bipolar disorder, anxiety disorder, schizophrenia, PTSD
- Missing limbs or partially missing limbs
- Mobility impairment, benefiting from the use of a wheelchair, scooter, walker, leg brace(s) and/or other supports
- Nervous system condition, for example, migraine headaches, Parkinson's disease, multiple sclerosis (MS)
- Neurodivergence, for example, attention-deficit/hyperactivity disorder (ADHD), autism spectrum disorder, dyslexia, dyspraxia, other learning disabilities
- Partial or complete paralysis (any cause)
- Pulmonary or respiratory conditions, for example, tuberculosis, asthma, emphysema
- Short stature (dwarfism)
- Traumatic brain injury

Disability Status

☐

Select... ▼

PUBLIC BURDEN STATEMENT: According to the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. This survey should take about 5 minutes to complete.

Submit application

Powered by [greenhouse](#)

Read our [Privacy Policy](#)

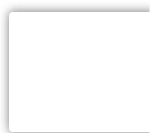
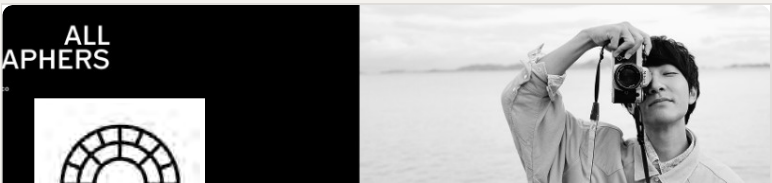


EXHIBIT S



VSCO®



VSCO — Community, tools, and exposure for photographers.

Software Development · San Francisco, CA · 28K followers · 51-200 employees

+ Follow

Visit website



Home

About

Posts

Jobs

Life

People

Overview

VSCO is a community-driven platform that equips photographers to expand creatively and professionally. With a suite of creative tools and a network for connecting with other creatives and businesses, VSCO empowers photographers to develop their unique visions and be seen by the world.

Website

<http://vSCO.co>

Verified page

September 12, 2023

Industry

Software Development

Company size

51-200 employees

213 associated members

Headquarters

San Francisco, CA

Founded

2011

Specialties

Digital Photography Tools, Creative Community Building, iOS & Android Photography Apps, Content Creation & Curation, Photo Editing, and Photography

Interested in working with us in the future?

Privately share your profile with our recruiters – you'll be noted as expressing interest for up to a year and be notified about jobs and updates. [Learn more](#)



I'm interested

Remote workplace?

We're a Remote First company – meaning that VSCO employees are eligible to work remotely from the various states we operate in.

- Featured benefits
- Home Office Stipend

Company Offsites

Flexible Working Location

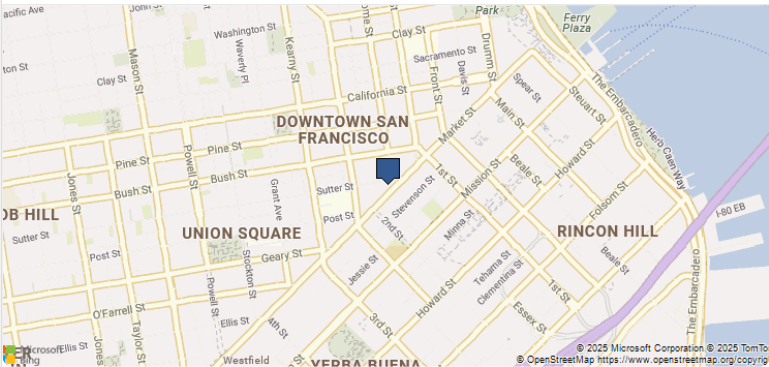
Locations (1)

- Primary

Headquarters

548 Market St, Suite 92958, San Francisco, CA 94104-5401, US

Get directions



About

Professional Community Policies

Privacy & Terms

Sales Solutions

Safety Center

Accessibility

Careers

Ad Choices

Mobile

Talent Solutions

Marketing Solutions

Advertising

Small Business

Questions?

Visit our Help Center.

Manage your account and privacy

Go to your Settings.

Recommendation transparency

Learn more about Recommended Content.

Select Language

English (English)

LinkedIn Corporation © 2025

FOR ALL PHOTOGRAPHERS

Promoted

Simon, explore jobs at VSCO® that match your skills

VSCO®

Computer Software


See jobs

Funding via Crunchbase...

VSCO® · 2 total rounds

Last Round
Series B • Apr 24, 2015
US\$ 50M

Investors

 Glynn Capital Management


+5

 Other investors


crunchbase

Show more ↗


Pages people also viewed



Pinterest
Software Development
1,006,718 followers


 Charmaine & 3 other connections follow this page

+ Follow




Tezza
Mobile Computing Software Products
2,086 followers

+ Follow



Airbnb
Software Development
2,866,846 followers

 Kevin & 9 other connections follow this page

+ Follow

Show all →


People also follow




Allen / McMillan Litigation Counsel
Law Practice
560 followers

 John works here


+ Follow




Aird & Berlis LLP
Law Practice
13,660 followers

 Kevin follows this page

+ Follow



Trial Lawyers Association of British Columbia
Legal Services
1,318 followers

 Abby & 6 other connections follow this page

+ Follow

Show all →





EXHIBIT T




Earth Class Mail

Opens at 9:00 AM


+1 (866) 625-6245


Website


More

 **Directions**

Advertisement

-  548 Market St
San Francisco, CA 94104 
-  Opens at 9:00 AM 
-  +1 (866) 625-6245
-  <https://www.earthclassmail.com>

Earth Class Mail is a company based in San Francisco, CA that offers virtual mailbox services for individuals and businesses. They provide a secure platform for managing mail

▼ More

Also at this address



San Francisco Exotic Limos

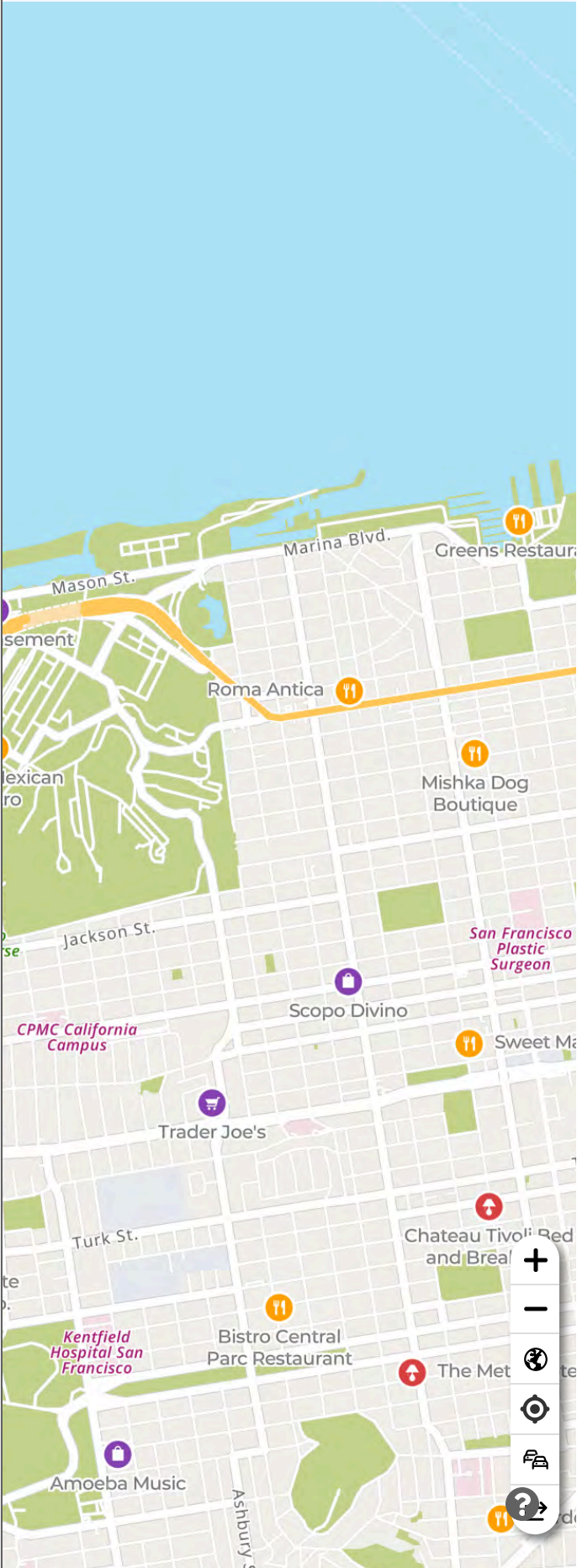


EXHIBIT U



LegalZoom Acquires Leading Virtual Mailbox Provider, Earth Class Mail

Transaction enhances LegalZoom’s portfolio of subscription services that help small businesses operate more efficiently

November 10, 2021 08:30 | Source: [LegalZoom.com, Inc.](#)

Follow

Company Profile

LegalZoom.com, Inc.

Industry: Consumer Services

Website: <https://www.legalzoom.com/>

Press Release Actions

- [Print](#)
- [Download PDF](#)
- [Subscribe via RSS](#)
- [Subscribe via ATOM](#)
- [Javascript](#)

Share

- f
- X
- in
- reddit
- email
- +

GLENDALE, Calif., Nov. 10, 2021 (GLOBE NEWSWIRE) -- [LegalZoom.com, Inc.](#) (NASDAQ: LZ), the No. 1 brand in online small business formations and a leading online platform for legal, compliance and tax solutions, has acquired Earth Class Mail, Inc., a virtual mailbox solution for small businesses. The acquisition of Earth Class Mail advances LegalZoom’s strategy by providing small businesses with a comprehensive set of tools and services to streamline their operations and minimize time spent on compliance, allowing them instead to focus on what really matters, forming and running their business.

LegalZoom CEO Dan Wernikoff commented, “We’ve had our eye on the Virtual Business Address space for quite some time. As the digital economy continues to fuel new business growth and as many of these businesses have remote-first work environments, small businesses are investing in tools to streamline operations and look more professional. This includes

Set Your Preferences

By clicking “Accept All Cookies,” you agree to the storing of cookies on your device. For more information, see our [Privacy Policy](#)

Cookies Settings

Reject All

Accept All

workflows now compared to before the pandemic.

Founded in 2004, Earth Class Mail makes postal mail paperless, easy and accessible 24/7 from any device, anywhere in the world. Its modern technology infrastructure with an open API makes it simple for customers to connect seamlessly to back-end financial management and document storage systems, saving time, reducing errors, and democratizing access to information.

In the near-term, LegalZoom customers will be able to add a Virtual Mailbox when they form their business and declare a business address. This service will complement LegalZoom's [Registered Agent](#) suite of services and unlock significant platform synergies to provide small business owners with a seamless solution to address operational needs.

About LegalZoom

LegalZoom is the No. 1 brand in online business formation according to small business owners and is a leading online platform for legal and compliance solutions in the United States. With its mission to democratize law, LegalZoom operates across all 50 states and over 3,000 counties in the United States and has more than 20 years of experience navigating complex regulations and simplifying the legal and compliance process for its customers. Driven by its core value that every business deserves the full protection of the legal system and a simple way to stay compliant with it, LegalZoom helps its customers form and protect their businesses, their ideas and families. In 2020, 10% of all new LLCs and 5% of all new corporations in the United States were formed through LegalZoom, enabling small business owners to apply their energy and passion to their businesses instead of the legal and regulatory complexity required to operate them. In addition to business formations,

Set Your Preferences

By clicking "Accept All Cookies," you agree to the storing of cookies on your device. For more information, see our [Privacy Policy](#)

bcurran@legalzoom.com

Investor Contact

Danny Vivier

LegalZoom

dvivier@legalzoom.com

Tags

- LegalZoom
- Legal tech
- legal


Recommended Reading

March 24, 2025 09:00 ET

Source: [LegalZoom.com, Inc.](#)

LegalZoom Appoints Pratik Savai as Chief Technology Officer to Drive Innovation and Growth

MOUNTAIN VIEW, Calif., March 24, 2025 (GLOBE NEWSWIRE) -- [LegalZoom.com, Inc. \(Nasdaq: LZ\)](#), a leading online platform for legal services, today announced Pratik Savai as its new Chief Technology...



February 26, 2025 16:01 ET

Source: [LegalZoom.com, Inc.](#)

LegalZoom Reports Fourth Quarter and Full Year 2024 Financial Results; Announces 2025 Guidance of 5% Revenue Growth and Expanding Margins

Continued strong execution with Q4 and full year 2024 financial results at high end of outlook rangeOngoing progress towards initiatives to grow subscription business; full-year subscription revenue...



Explore

Set Your Preferences

By clicking “Accept All Cookies,” you agree to the storing of cookies on your device. For more information, see our [Privacy Policy](#)



[Welnax BioClear Reviews \[Read Before Buying\]: The ...](#)

March 31, 2025 03:40 ET



[LIN MCU with Touch Sense Technology for Automotive...](#)

March 31, 2025 03:30 ET



About Us

GlobeNewswire is one of the world's largest newswire distribution networks, specializing in the delivery of corporate press releases, financial disclosures and multimedia content to media, investors, and consumers worldwide.

Follow us on social media: [in](#) [X](#)

Global News

- [English](#)
- [Français](#)
- [Deutsch](#)

Newswire Distribution Network & Management

- [Home](#)
- [Legal](#)
- [Newsroom](#)
- [Contact us](#)
- [RSS Feeds](#)
- [Resources](#)
- [Notified](#)

Set Your Preferences

By clicking “Accept All Cookies,” you agree to the storing of cookies on your device. For more information, see our [Privacy Policy](#)

EXHIBIT V

Settling intellectual property disputes in court

Litigation is at the most involved (and potentially aggressive) end of the spectrum of potential enforcement activities. While litigation is often the last resort in a failed negotiation, it can be a very effective enforcement tool. However, litigation can also be expensive, complex and time-consuming.

In intellectual property (IP) litigation, both parties present their cases in court to a judge, who then hands down a ruling. It is common for cases that go to litigation to end up being settled before the end of a trial.

Questions to consider before litigation

- Is litigation a feasible option for you in terms of costs and time?
- What is your likelihood of success?
- What exclusive IP rights do you have available to enforce?
- What are the possible defences available to the infringer, and what are their chances of success?
- Is there enough evidence to be gathered of the infringing activity?
- What is the expected relief (e.g. an injunction, monetary damages, destruction of the infringing product), and is it recoverable?
- What are the potential costs of litigating, and what are the potential costs of not litigating (e.g. loss of goodwill or reputation, encouraging future infringers)?
- Have you exhausted potential alternatives, such as mediation or arbitration?

Courts in Canada

There are 2 court systems that generally deal with IP matters in Canada:

- the Federal Court system
- the provincial courts system

Some IP matters can only be tried in the Federal Court, and others can only be tried in the provincial courts. Generally speaking, disputes involving the infringement of patents, copyright and trademarks can be tried in either court system, whereas an action to invalidate IP rights must be brought before the Federal Court. Therefore, choosing in which court to commence your proceeding becomes a strategic decision. In some instances, you may be required to litigate in both court systems.

For **multi-jurisdictional disputes**, weigh the pros and cons of litigating in Canada versus abroad or using alternative dispute resolution, particularly arbitration.

Federal Court

Courts can only try matters over which they have jurisdiction. Only the Federal Court has the jurisdiction to impeach, invalidate or expunge IP registrations. The Federal Court has the exclusive jurisdiction to decide the following types of cases:

Patents

- cases in which a party wants to impeach or annul a patent
- cases in which a party wants to vary or expunge any entry in the records of the Patent Office relating to the title to a patent
- cases involving conflicting patent applications
- cases in which a party wants to appeal a decision of the Commissioner of Patents refusing to grant a patent

Copyright

- cases in which a party wants an entry in the copyright register made, expunged, varied or rectified
- cases involving conflicting copyright registrations

Trademarks

- cases involving conflicting trademark registrations
- cases in which a party wants an entry in the trademark register made, expunged, varied or rectified

Advantages of the Federal Court

- The judges are more experienced with pure IP matters.
- The Federal Court maintains registries across the country.
- Cases can often be more quickly heard and appealed.
- Orders from the Federal Court are enforceable Canada-wide.

Provincial superior courts

Provincial courts deal mostly with criminal and private law cases (e.g. breach of contract), but they can also try certain types of IP cases. Provincial courts may be the only option for disputes that are largely contractual in nature or based on complicated commercial activities, such as a breach of confidence arising from a departing employee. If your IP dispute is based on any of these causes of action, you must go through the provincial courts system.

Examples: ownership disputes based on employment contracts, breaches of non-disclosure or license agreements, misappropriation of trade secrets

Small claims court

A quick, easy and less expensive way for litigants to enforce their IP rights in court is through an action in small claims court. This is a specialized branch of the provincial courts system.

A small claims court proceeding is only an option for a plaintiff seeking monetary relief within the monetary limit of their respective provincial small claims court. Each province and territory has a capped monetary amount that can be claimed for damages. In Ontario, the small claims court has the jurisdiction to hear cases involving claims for \$35,000 or less, while Alberta has the highest capped monetary amount in the country, at \$50,000.

Get professional help

Solving conflicts involving IP rights is often complex. Consult an IP professional, such as an IP agent or lawyer, to discuss the next steps if you believe your IP rights are being infringed upon.

If IP infringement is happening in another country, a Canadian IP professional may be able to coordinate with an IP professional in the other country to enforce your IP rights.

[Search for an IP professional](#)

Date modified:

2021-06-28

EXHIBIT W



IP Insights

Federal Court of Canada launches specialized Intellectual Property Chambers pilot project.

March 20, 2023

Authored by: Nicole Boyle, Urszula Wojtyra

Federal Court of Canada launches specialized Intellectual Property Chambers pilot project

With the creation of specialized Chambers in the Federal Court, parties can be confident that judges assigned to their intellectual property matters in Canada will have intellectual property expertise.

New specialized Federal Court Chambers

On March 2, 2023, the Federal Court issued a Notice to the Parties and the Profession announcing that the Federal Court has launched a pilot project creating three specialized Chambers of the Court in the following practice areas:

- Intellectual Property and Competition
- Maritime and Admiralty
- Class Actions

Intellectual property (IP) matters will be assigned to members of the IP and Competition Chambers. According to the notice, for some years, the Chief Justice has endeavoured to assign IP and competition matters to members of the Court who have expertise in those areas. Now parties can confidently expect that the judges assigned to their matters will have expertise in the relevant issues.

Assignment of matters to IP Chambers is automatic

It is not necessary for parties to make a formal request for a matter to be assigned to a judge from the relevant Chamber. The Federal Court Registry categorizes and codes all proceedings, which is considered by the Judicial Administrator when assigning judges to a case.

For assignments to the IP and Competition Chambers, the Judicial Administrator will also consider sub-specialties related to practice areas particular to IP (e.g., copyright, trademarks, patents and competition).

An improvement to IP enforcement in Canada

With this pilot project, parties enforcing their IP in Canada can expect that the judge hearing their matter will have expertise in the subject matter at issue. The Chambers will be used for assigning judges to hearings on the merits as well as special sittings on motions and case management of class actions.

This is the latest in the list of reasons why Canada is an attractive jurisdiction for IP enforcement (see: “Top 5 reasons to consider patent litigation in Canada now”).

For additional benefits to litigation in Canada, see some of our recent articles about significant profit awards, high costs awards, and assured protection of confidential information via protective orders.

For more information on IP enforcement in Canada, please contact a member of our Litigation and Enforcement team.

The preceding is intended as a timely update on Canadian intellectual property and technology law. The content is informational only and does not constitute legal or professional advice. To obtain such advice, please communicate with our offices directly.

RELATED PEOPLE



Urszula Wojtyra
Principal

E uawojtyra@smartbiggar.ca
T: 416.595.2772



Nicole Boyle
Associate

E nboyle@smartbiggar.ca
T: 613.702.8436

RELATED SERVICES

- Patent Litigation & Enforcement
- Trademark Litigation & Enforcement
- Copyright Litigation & Enforcement

EXHIBIT X

STATUS TABLE

20: Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters

Entry into force: 7-X-1972

Last update: 23-VI-2023

Number of Contracting Parties to this Convention: 67

The expression "Contracting Party" covers both cases in which the Convention has, and cases in which the Convention has not yet, entered into force for that Party following the deposit of its instrument of ratification, accession, acceptance or approval (see column EIF in the chart).

 View and/or print full status report

Contracting Parties and Signatories to this Convention that are also Members of the HCCH (i.e., the Organisation) are in **bold**; Contracting Parties and Signatories that are not Members of the HCCH are in *italics*.

Contracting Party	S ¹	R/A/S ²	Type ³	EIF ⁴	EXT ⁵	Auth ⁶	Res/D/N/DC ⁷
Albania		16-VII-2010	A*	14-IX-2010		1	D
Andorra		26-IV-2017	A*	25-VI-2017		2	D,Res
Argentina		8-V-1987	A*	7-VII-1987		1	D,Res
Armenia		27-VI-2012	A*	26-VIII-2012		1	D,Res
Australia		23-X-1992	A*	22-XII-1992		3	D,Res
<i>Bahrain</i>		13-III-2025	A	12-V-2025			Res
<i>Barbados</i>		5-III-1981	A*	4-V-1981		1	
Belarus		7-VIII-2001	A*	6-X-2001		2	D,Res
Bosnia and Herzegovina		16-VI-2008	A*	15-VIII-2008		1	
Brazil		9-IV-2014	A*	8-VI-2014		1	D,Res
Bulgaria		23-XI-1999	A*	22-I-2000		2	D,Res
China		8-XII-1997	A*	6-II-1998		4	D,N,Res
<i>Colombia</i>		13-I-2012	A*	13-III-2012		1	

Contracting Party	S¹	R/A/S²	Type³	EIF⁴	EXT⁵	Auth⁶	Res/D/N/DC⁷
Costa Rica		16-III-2016	A*	15-V-2016		1	
Croatia		1-X-2009	A*	30-XI-2009		1	D,Res
Cyprus		13-I-1983	A*	14-III-1983		3	D,Res
Czech Republic		28-VI-1993	Su	1-I-1993		2	D
Denmark	18-IV-1972	20-VI-1972	R	7-X-1972		2	D,Res
El Salvador		19-I-2023	A*	20-III-2023		1	D,Res
Estonia		2-II-1996	A*	2-IV-1996		2	D
Finland	9-III-1976	7-IV-1976	R	6-VI-1976		2	D,Res
France	24-VIII-1972	7-VIII-1974	R	6-X-1974	1	2	D,Res
Georgia		31-V-2021	A*	30-VII-2021		1	D,Res
Germany	18-III-1970	27-IV-1979	R	26-VI-1979		2	D,Res
Greece	18-I-2005	18-I-2005	R	19-III-2005		2	D,Res
Hungary		13-VII-2004	A*	11-IX-2004		2	D,Res
Iceland		10-XI-2008	A*	9-I-2009		1	D,Res
India		7-II-2007	A*	8-IV-2007		3	D
Israel	11-XI-1977	19-VII-1979	R	17-IX-1979		2	D
Italy	6-II-1975	22-VI-1982	R	21-VIII-1982		2	D
Kazakhstan		26-IX-2016	A*	25-XI-2016		2	D,Res
<i>Kuwait</i>		8-V-2002	A*	7-VII-2002		1	
Latvia		28-III-1995	A*	27-V-1995		2	D
<i>Liechtenstein</i>		12-XI-2008	A*	11-I-2009		1	D
Lithuania		2-VIII-2000	A*	1-X-2000		2	D,Res
Luxembourg	2-V-1975	26-VII-1977	R	24-IX-1977		2	D,Res
Malta		24-II-2011	A*	25-IV-2011		2	Res
Mexico		27-VII-1989	A*	25-IX-1989		1	D,Res
Monaco		17-I-1986	A*	18-III-1986		2	D,Res
Montenegro		16-I-2012	A*	16-III-2012		2	D,Res
Morocco		24-III-2011	A*	23-V-2011		1	

Contracting Party	S¹	R/A/S²	Type³	EIF⁴	EXT⁵	Auth⁶	Res/D/N/DC⁷
Netherlands		8-IV-1981	R	7-VI-1981	1	3	D,Res
Nicaragua		27-II-2019	A*	28-IV-2019		1	Res,DC
North Macedonia		19-III-2009	A*	18-V-2009			D
Norway	18-III-1970	3-VIII-1972	R	7-X-1972		3	D,Res
Paraguay		23-VI-2023	A*	22-VIII-2023		1	D,Res
Poland		13-II-1996	A*	13-IV-1996		3	Res
Portugal	18-III-1970	12-III-1975	R	11-V-1975		2	D,Res
Republic of Korea		14-XII-2009	A*	12-II-2010		2	D,Res
Romania		21-VIII-2003	A*	20-X-2003		2	D,Res
Russian Federation		1-V-2001	A*	30-VI-2001			D
Serbia		2-VII-2010	A*	31-VIII-2010		3	D
<i>Seychelles</i>		7-I-2004	A*	7-III-2004		2	D
Singapore		27-X-1978	A*	26-XII-1978		1	D,Res
Slovakia		15-III-1993	Su	1-I-1993		2	D
Slovenia		18-IX-2000	A*	17-XI-2000		1	
South Africa		8-VII-1997	A*	6-IX-1997		3	D,Res
Spain	21-X-1976	22-V-1987	R	21-VII-1987		2	D,Res
Sri Lanka		31-VIII-2000	A*	30-X-2000		1	D,Res
Sweden	21-IV-1975	2-V-1975	R	1-VII-1975		1	D
Switzerland	21-V-1985	2-XI-1994	R	1-I-1995		3	D,Res
Türkiye	13-XII-2000	13-VIII-2004	R	12-X-2004		2	D,Res
Ukraine		1-II-2001	A*	1-IV-2001		2	D,Res
United Kingdom of Great Britain and Northern Ireland	18-III-1970	16-VII-1976	R	14-IX-1976	8	3	D,N,Res
United States of America	27-VII-1970	8-VIII-1972	R	7-X-1972	3	3	D

Contracting Party	S¹	R/A/S²	Type³	EIF⁴	EXT⁵	Auth⁶	Res/D/N/DC⁷
Venezuela (Bolivarian Republic of)		1-XI-1993	A*	31-XII-1993		1	D,Res
Viet Nam		4-III-2020	A*	3-V-2020		1	D

1) S = Signature

2) R/A/Su = Ratification, Accession or Succession

3) Type = R: Ratification;

A: Accession;

A*: Accession giving rise to an acceptance procedure; click on A* for details of acceptances of the accession;

A^{EU}: Accession by the European Union

A^{EU*}: State bound as a result of the accession by the European Union

A**: Objection

C: Continuation;

Su: Succession;

Den: Denunciation;

4) EIF = Entry into force

5) EXT = Extensions of application

6) Authorities per Convention = Designation of Authorities

7) Res/D/N/DC = Reservations, declarations, notifications or depositary communications